

EXHIBIT 1

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Routing Number: 307070021

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Fees

Share and Share Draft Accounts (General)

Fee Type	Fee Amount
Business Share Draft Account	\$10.00 per month
Temporary Drafts	4 for \$1.00
Deposited Drafts (and other items) Returned Unpaid	\$15.00 per item
Deposit Drafts Returned Unpaid (when payor and payee are the same)	\$75.00 per item
ODP Service Fee	\$32.00 per item
Overdrawn Fee	\$32.00 per item
Non-Sufficient Funds (NSF) Fee	\$32.00 per presentment
ACH Representment Fee	\$32.00 per item
eStatement Fee	Free
Paper Statement Fee	\$4.00 per statement

Account Research	\$40.00 per hour
Stop Payment Fee	\$32.00 per item
Account Closure Fee (within 6 months of opening)	\$10.00
Basic Checking	Minimum daily balance of \$500.00 required to avoid a \$5.00 service fee
Comeback Checking	\$10 per month
Verification of deposit	\$15.00 per item
Check Cashing - Non-Members	\$10.00

E@dvantage S11 (Electronic Share Draft Account- Account No Longer Offered)

Fee Type	Fee Amount
Minimum Daily Balance Fee	\$10.00 per month
Draft Writing Fee (first 20 items free per month)	\$0.10 per check
Teller/Call Center Assisted Transactions - Transfers, Balance Inquiries, Deposits and Withdrawals (\$500.00 or Less)	\$2.00 per transaction

Bill Payer (Personal Account)

Fee Type	Fee Amount
Stop Payment (special conditions apply)	\$32.00 per item
Research Fee	\$40.00 per hour
Draft Copy Fee	\$20.00 per check

Bill Payer (Business Account)

Fee Type	Fee Amount
Service Fee	\$4.95 per month
Payment Processing Fee (first 10 items each month are free)	\$0.50 per item
Stop Payment (special conditions apply)	\$32.00 per item
Research Fee	\$40.00 per hour
Draft Copy Fee	\$20.00 per check

ATM & Debit Mastercard® Check Card Transactions

Fee Type	Fee Amount
Expedited Delivery	\$35.00 each

Fee

Lost/Stolen Reissue Fee	\$10.00 per reissue
Sales Draft Copy	\$12.00 per sales draft
Empty Envelope Fee	\$75.00
ATM Deposit Correction	\$5.00 per item
Foreign** ATM Transaction Fee - Basic Checking (\$8) or a Comeback Checking (\$18)	\$2.00 per transaction (First 3 per month- no charge)
Design it! Custom Card Fee	\$9.95 per card
Foreign** ATM Transaction Fee - e@dvantage Checking (\$11)	\$2.00 per transaction (First 3 per month- no charge)
Foreign** ATM Transaction Fee - Kasasa® Checking (\$12, \$13, \$14, \$15 or \$16)	\$2.00 per transaction. If account requirements*** met, up to \$25.00 per monthly cycle refunded (limited to \$4.99 per item). See separate Account Requirements disclosure.
Foreign** ATM Transaction Fee - All other accounts	\$2.00 per transaction (First 3 per month- no charge)

Foreign = not owned by AAFCU *Requirements each monthly cycle are as follows (all three must be met): 1. Active enrollment in eStatements 2. 18 or more Debit Mastercard purchases post and clear your account. 3. One direct deposit or ACH auto debit.

Miscellaneous Transactions

Fee Type	Fee Amount
Collection Item (incoming/outgoing)	\$5.00
Levies/Garnishments	\$75.00
Loan Extension	\$35.00
Skip-A-Pay	\$35.00
Check by Phone	\$15.00
Credit Card by Phone	\$15.00
Wire Transfer - Domestic	\$25.00
Wire Transfer - International	\$55.00
Dormant Account	\$10.00 per month
Escheat Fee	Up to \$25.00
Signature Guarantee - Members Only	\$20.00 per transaction
Bad Address Fee	\$10.00 per month
Foreign Item Deposit Fee	\$30.00 per item
Shared Branch Withdrawals (fourth and subsequent withdrawals per month)	\$2.00 each
Official Check	Free

All fees are subject to change.

Accounts[Kasasa Cash Back](#)[Debit Mastercard](#)[Savings](#)[IRAs](#)[Certificates](#)**Loans**[My Way Loan](#)[My Way Mortgage](#)[Purchase](#)[Refinance](#)[Auto Loans](#)[Credit Cards](#)**Business**[Business Checking](#)[Business Debit
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80962-2910



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Equal Housing Lender

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EXHIBIT 2

ALPENA ALCONA AREA CREDIT UNION
Free & Fee Disclosure

April 2019

Member Par Value of Shares*	\$ 5.00	Member Application Fee	FREE
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*Par value of one share is required for membership.

DEPOSIT ACCOUNTS**Savings Programs**

Regular Savings Account	FREE
Multiple Sub Accounts (Preferred Shares and Club Accounts)	FREE
Insured Money Market	FREE
Certificate of Deposit <i>(early withdrawal penalty based on term)</i>	FREE
Coverdell Educational Savings Account <i>(early withdrawal penalty based on tax law)</i>	FREE
Individual Retirement Account <i>(early withdrawal penalty based on tax law)</i>	FREE
Health Savings Account	FREE

Checking Account

~ One box of select PERSONAL check styles are FREE each year	
Overdraft Protection	
Account Transfer Fee (Savings or LOC)	FREE
Overdraft Privilege Fee (Transactions > \$5.00, per presentment)	\$ 19.53
Cleared Check Copy	
Online	FREE
Print (per page)	\$ 1.00

LOAN PROGRAMS**Consumer Loan Program**

~ Auto and Recreational Vehicle, Powersport, Watercraft and Personal Loans

Application & Processing	FREE	
Credit Life & Disability Insurance		Cost Based on Insurance Coverage
GAP (Guaranteed Asset Protection) Insurance		Cost Based on Loan Product
Lien Placement		COST
Skip-A-Pay		
Online	\$ 25.00	
In-House	\$ 35.00	

Commercial Loan Program

~ Real Estate, Production, Industrial, Construction, Development & Agricultural Loans

Costs vary based on product type.

Mortgage Loan Program

~ Purchase, Refinance, First Time Buyer, Home Equity, Construction & Vacant Land Loans

Costs vary based on mortgage product.

Student Loan Program

~ Line of Credit Product available to half time and full time students attending 4-Year Public or Private Non-Profit Schools (certain restrictions apply).

Zero origination and prepayment fees

CARD SERVICES**VISA Card Program**

Annual Fee	FREE
Balance Transfer Fee	FREE
Cash Advance Fee	FREE
Foreign Transaction Fee (% of Transaction)	1.00%
Card Replacement Fee (Lost or Damaged)	\$ 5.00

ATM/Debit Card

PIN Reset Fee	FREE
Transaction Fee (Purchases)	FREE
Withdrawal/Inquiry Fee	FREE
Card Replacement Fee (Lost or Damaged)	\$ 5.00

Prepaid Cards

VISA Gift Card	\$ 2.95
VISA Travel Card	
Purchase Fee	\$ 5.00
Activation Fee	\$ 3.95
Reload Fee	\$ 5.00
VISA Debit Card	
Purchase Fee	\$ 5.00
Reload Fee	\$ 5.00

ALPENA ALCONA AREA CREDIT UNION**April 2019****Free & Fee Disclosure**

ONLINE/MOBILE SERVICES			
It's Me 247 - Online & Mobile Banking		It's Me 247 - Text Banking	FREE
Account Inquiry/Transaction/Maintenance	FREE	Excessive (>15 per month) Texting Fee	\$ 0.05
Bill Payment	FREE	It's Me 247 - Mobile App Banking	FREE
Excessive (>20 per month) Transaction Fee	\$ 0.50	<i>Features of Online & Mobile Banking (excluding eStatements/eNotices) PLUS</i>	
Person to Person (P2P) Transfer (PayItNow)	FREE	Mobile Check Deposit	FREE
Excessive (>20 per month) Transaction Fee*	\$ 0.50	Debit & Credit Card Controls	FREE
*P2P transactions included in Bill Pay transaction count		CU*Talk -Telephone Banking	FREE
Check Copy	FREE		
Check Withdrawal	FREE		
Check Stop Payment	\$5.00		
Dividend/Interest Statement Fee	FREE		
eAlerts/eNotices/eStatements	FREE		
Online Safe Deposit Box (25 MB of storage)	FREE		
Personal Financial Management (Money Desktop)	FREE		

ADDITIONAL MEMBER SERVICES			
Cashier's Check	\$ 1.00	Safe Deposit Boxes	
Confidential Document Destruction	FREE	3" X 10" Box Annual Fee	\$ 25.00
Copy/Fax Service (per page)	\$ 1.00	5" X 10" Box Annual Fee	\$ 40.00
Direct Deposit/Auto Transfer Payments	FREE	10" X 10" Box Annual Fee	\$ 80.00
Financial Counseling	FREE	ReKeying and/or Drilling Fee	COST
Financial Planning	FREE	Shared Branching / Service Center Transactions	FREE
Money Order	\$ 1.00	Signature Guarantee	FREE
Night Depository Service	FREE	Wire Transfers	
Notary Service	FREE	Incoming	FREE
Phone Transfers	FREE	Outgoing (Domestic)	\$ 15.00
		Outgoing (International)	\$ 35.00

MISCELLANEOUS FEES			
Account Research/Reconciliation (per hour)	\$ 20.00	Dormant Account (monthly)	\$ 5.00
Account Statements		Escheat Processing	\$ 100.00
eStatement	FREE	Garnishment/Levy Processing	\$ 50.00
Paper Statement (Standard)	FREE	Non-Sufficient Funds, per presentment	\$ 19.53
Paper Statement (Customized)	\$ 0.50	Returned Deposit Item	\$ 5.00
Statement Copy/Account History		Returned Mail	\$ 5.00
Online	FREE	Stop Payment	\$ 5.00
Print (per page)	\$ 1.00	Stop Payment Series (2+ items)	\$ 10.00
Closed Account (within 90 days of opening)	\$ 10.00	Wrong Address (quarterly)	\$ 5.00

EXHIBIT 3



Schedule of Fees and Charges

Effective, January 1, 2019

Share Savings Account

Monthly Charges:

Identity Protection Share Account	\$4.00
Fresh Start Share Account	\$5.00

Share Draft/Checking Account

Overdraft Privilege Fee Per Presentment:

Resulting Negative Balance	
Less Than or Equal to \$25	\$10.00
Resulting Negative Balance Greater Than \$25	\$24.00

Non-Sufficient Funds (NSF)/Returned NSF

Per Presentment.....	\$25.00
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Stop Payment of Check:

Processing Fee	\$5.00
Presentment Fee	\$20.00

Per Check Charge	FREE
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Microfilm Copy of Check	\$3.00
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Reinstatement of a Closed Account:

Checking	\$25.00
Debit Card	\$25.00
Savings	\$25.00

Check Written on Closed Account	\$30.00
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Returned Check/Return of Deposited Item	\$25.00
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Monthly Charges:

Identity Protection Checking Account	\$3.00
Preferred or Protection Checking Account (No New Accounts Permitted)	\$5.00

Minimum Balance Fee:

Cash Management Checking Account	
Falls Below \$7,500	\$10.00
Platinum Checking Account Falls Below \$7,500.....	\$10.00
VIP Checking Account Falls Below \$5,000	\$10.00

Check Card/ATM Services

ATM Withdrawals:

American Heritage/Proprietary Machines (Unlimited)	FREE
Other Machines - Up to 10 Per Month	FREE
Each Additional Withdrawal	\$1.00

Overdraft Privilege Fee Per Presentment:

Resulting Negative Balance	
Less Than or Equal to \$25	\$10.00
Resulting Negative Balance Greater Than \$25	\$24.00

Non-Sufficient Funds (NSF)/Returned NSF Per Presentment.....	\$25.00
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Change of PIN	\$5.00
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Replacement Card	\$5.00
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Replacement Card - EMV Chip Card	\$7.50
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Reinstatement of Card Privileges	\$25.00
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Return of ATM Deposit	\$25.00
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Empty Envelope ATM Deposit	\$25.00
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ACH/Electronic Services

OnLine Teller	FREE
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OnLine Bill Payer Service	FREE
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eDeposit Service	FREE
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ePay	FREE
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Direct Deposit	FREE
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Phone Teller.....	FREE
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Overdraft Privilege Fee Per Presentment:

Resulting Negative Balance	
Less Than or Equal to \$25	\$10.00
Resulting Negative Balance Greater Than \$25	\$24.00

Non-Sufficient Funds (NSF)/Returned NSF

Per Presentment.....	\$25.00
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Stop Payment/Revocation of ACH/ Electronic Item/Bill Payer:

Processing Fee	\$25.00
Presentment Fee	FREE

Wire Transfers:

Incoming	FREE
Outgoing, Domestic	\$20.00
Outgoing, International	\$35.00

High Yield Savings Accounts

Minimum Balance Fee:

Daily Balance Falls Below \$10,000	\$10.00
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Per Transfer or Withdrawal Fee:

First Transfer and/or Withdrawal (Per Month)	FREE
Subsequent Transfers and/or Withdrawals	\$25.00

Money Market Accounts

Minimum Balance Fee:

Each Time Standard MMA Falls Below \$2,000	\$10.00
Each Time VIP MMA Falls Below \$50,000	\$10.00
Each Time Platinum MMA Falls Below \$75,000	\$10.00

Minimum Check Amount Fee:

Each Standard MMA Share Draft	
Less Than \$500	\$5.00
Each Platinum MMA Share Draft	
Less Than \$1,000	\$5.00
Each VIP MMA Share Draft Less Than \$500	\$5.00

Per Check, Transfer or Withdrawal Fee:

First Six of Any Combination of Checks, Transfers and/or Withdrawals	FREE
Subsequent Checks, Transfers or Withdrawals	\$20.00

General Services

Court Order Fee	\$50.00
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Closed Account Fee (if Account Closed Within 90 Days of Account Opening).....	\$5.00
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Overdraft Protection Coverage:

First Six Per Month from Any Qualifying Share or Line of Credit Source	FREE
Each Additional Transfer from Any Qualifying Share Account	\$10.00
Each Additional Transfer from Line of Credit Account	\$5.00



Schedule of Fees and Charges

Effective, January 1, 2019

General Services (Continued)

Boxed Coin Per Box	\$7.50
Rolled Coin Per Roll	\$0.15
Payment Options:	
Gift Card	\$2.50
Cashiers' Check	\$2.00
Money Orders	\$2.00
Counter Checks (Set of 4)	\$1.00
Travel Card (Non-Member Charge)	\$4.00
Travel Card	\$2.50
Notary Service	FREE
Check Cashing Fee (Non-Member Charge)	\$5.00
Foreign Check Fee	\$20.00
STAMP Guaranty Fee (Non-IRC Related)	\$5.00
Writ of Attachment	\$100.00
Attorney Inquiries (Per Inquiry)	\$25.00
Escheatment Service	\$100.00
IRS Levy	\$100.00
Incorrect Address Fee (Per Month)	\$5.00
Inactive Account Fee After Two Years (Per Month)	\$10.00
Copy of Account Statement	\$3.00
Copy of CU Issued Check	\$7.00
Stop Payment of CU Issued Check	\$25.00
Stop Payment on CU Issued Money Order	\$2.00
Returned 3rd Party Check Deposited at CU	\$25.00
Printout of Account History Up To Five Pages (Mailed)	\$ 2.00
Printout of Account History Per Page (at Branch Location)	\$0.50
Research/Reconciliation Fee (Per Half Hour)	\$25.00
Express Delivery – Standard Next Day	\$18.00
Express Delivery – Weekend Next Day	\$25.00

Loan Services

Loan Amortization Schedule	\$10.00
Mortgage Subordination (Excluding First Heritage)	\$150.00
Returned Check Fee	\$25.00
Automobile Redemption Fee	\$100.00
Interest-Only HELOC Origination Fee	\$100.00
Home Equity Loan and HELOC Document Preparation Fee	\$199.00
Home Equity Loan and HELOC Investment/Rental Property Commitment Fee	\$150.00
Copy of Home Mortgage Disclosure (HMDA)	\$75.00
MasterCard Fees:	
Credit Limit Increase	FREE
Late Payment Fee (if You are 1 or More Days Late)	up to \$20.00
Cash Back MasterCard Annual Fee	FREE
Platinum Preferred & Platinum Classic Card Annual Fee	FREE
Platinum Secured Card Annual Fee	\$35.00
Scorecard/Points Accumulation Program Enrollment	FREE
Statement Copy Fee	\$3.00
Document Copy Fee	\$5.00
Rush Fee (Weekend or Next Day)	\$25.00
Card Replacement Fee	\$7.50
Pin Replacement Fee	\$5.00
Return Payment Fee	\$25.00
Stop Payment on Convenience Check Processing Fee	\$5.00
Stop Payment on Convenience Check Presentment Fee	\$20.00
Late Loan Payment Fee (After 15 Days) – The Lesser of 5% of the Contract Payment Due or \$300, Subject to a Minimum of \$5.	

EXHIBIT 4



MENU

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Account Access

Username: Password: [Password Recovery](#)

ATM Locator



Current Rates

Type	APR*
New & Used Vehicles	3.49%
Recreational Vehicles	5.49%
Motorcycles	5.49%
Miscellaneous Collateral	7.00%
Personal / Credit Card Loans	8.99%
Mortgage Loans	4.00%

Call us at 251-316-0000 for more information.

*APR=Annual Percentage Rate.

*APY=Annual Percentage Yield.

All Rates are "as low as" and subject to change without notice.

Accounts are insured by NCUSIF up to maximum allowed by law. If funds are drawn out early a penalty may be imposed on the principal balance. Call today for current rates and terms.

Fee Type	Fee Amount
New Account Fee	\$5
Early Closure Fee	\$15
Share Account Balance < \$25	\$5 / Month
Dormant Account	\$5 / Quarter
Excessive Share Withdrawal	\$5
Early Christmas Club Withdrawal	\$10
Copy of Statement	\$5 / each
Account History Printout	\$1 / page
Fax	\$2 / page
Official Checks	\$2
Counter Checks	\$1 / each
Wire Transfers (Regular/International)	\$15/\$36
Research/Reconciliation	\$25/hr
Express/Overnight Mail	\$25+
Return Mail	\$5
Mortgage (payoff letter, verification)	\$25
Late Loan Payment	5% or \$20 whichever is greater
Non-Member/Vendor replacement check	\$5
Stop Payments	\$29
Non Sufficient Funds	\$29
Overdraft (Courtesy Pay)	\$29 / presentment
Overdrawn non-CP Accounts	\$29 / occurrence
Return of Deposited Item	\$20
Overdraft Transfers (Shares to Draft)	\$2
Copy of Draft Check	\$3 (Free Online)
Printed Checks	Varies Depending on Style
ACH NSF	\$29 / presentment
ACH Stop Payment	\$29
ATM/Debit Card Pin Reset	\$5
ATM/Debit Card Reissue	\$10
ATM/Debit Card Overdraft Charge	\$29
ATM/Debit Card (per card)	\$1/month

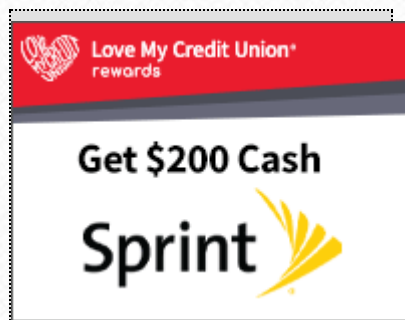


EXHIBIT 5



Description	Effective as of 04/01/2019	Additional Information
Savings Accounts		
Monthly Maintenance	\$0 to \$3	Varies according to savings product. Please see account characteristics for more details.
Excess Number of Withdrawals (per item)	\$0 to \$0.50	Varies according to savings product. See account characteristics for more details.
Check Cashing	1%	Free for Checks a) Under \$100 or b) When savings is more than \$50 or c) When member has other CCU accounts
Checking Accounts		
Non-Sufficient Funds (NSF) Return (per item, per presentment)	\$30	NSF can be created by check, in-person withdrawal, ACH or other electronic means.
Overdraft (per item)	\$30	Overdraft can be created by check, in-person withdrawal, ACH or other electronic means, and (after opting-in to discretionary courtesy pay) your one-time debit card transactions.
Overdraft Protection Transfer (per item)	\$5	
Overdraft Protection Transfer from LOC (per item)	\$5 + interest	See loan agreement for additional details.
Stop Payment (per series)	\$27	
Monthly Maintenance	\$0 to \$10	Varies according to checking product. See account characteristics for more details.
Number of Withdrawals	Unlimited	
Deposited Item Return Fee	\$10	
Wires		
Outgoing Domestic	\$18	
Outgoing International	\$40	
Incoming Domestic & International	\$10	
Other Services		
Lifetime Membership	\$5	
Money Order (each)	1 free per day per member, then \$3 each	
Cashier's Check (each)	1 free per day per member, then \$5 each	
Returned Mail Processing	\$5	
Collection item		
Domestic	\$20	
International	\$40	

Inactive Account	\$5	<p>An individual member is exempt from all monthly Inactive Account fees if they are the tax reported owner for any of these relationships as of each month-end:</p> <ul style="list-style-type: none"> a) Has an open certificate b) Has an open IRA Savings account c) Is using wealth management services d) Has an open loan with a balance e) Has made any type of deposit or withdrawal on any of their deposit accounts in the past 365 days. <p>If an exemption does not apply, the inactive savings, checking, and money market accounts will be subject to the Inactive Account fee. Inactive is defined as not having a deposit or withdrawal for 365 days.</p>
Abandoned Unclaimed Property	\$50	Assessed on inactive accounts considered abandoned when (for 36 consecutive months prior to the fee assessment) no member-initiated deposits, withdrawals, or transfers occur; no deposit or loan accounts are opened; the member has not otherwise contacted the Credit Union (verbally or in writing) requesting that the account remain.
Copies (Checks, statements, etc.) each	\$2.50	
Exchange Foreign Currency (each)	\$5	
Research & Reconciliation (per hour)	\$25	
ATM withdrawals on non-Columbia CU or non-Co-Op network ATMs	\$1	
3rd Party Payoff Request	\$25	
Skip Loan Payment	\$30	
Levy/Garnishment Processing	\$40	
External Transfer	\$3	Next-day delivery for amounts \$10-\$300
	1%	Next-day delivery for amounts \$300.01-\$2,000
Request Money	\$0.50	
Pay People	\$3	Next-day delivery for amounts \$10-\$300
	1%	Next-day delivery for amounts \$300.01-\$2,000

EXHIBIT 6

[Log In](#)

MENU



Disclosures

DISCLOSURES

[Membership and Account Agreement](#)[Terms and Disclosures](#)[Online and Mobile Services](#)

Membership and Account Agreement

- [Patriot Act Member Notice](#) (PDF)
- [Membership and Account Agreement](#) (PDF)
- [Elevations Credit Union Privacy Notice](#) (PDF)
- [Solicitations or Credit Report Guide](#) (PDF)
- [Electronic Funds Transfer Agreement and Disclosure](#) (PDF)
- [Funds Availability](#) (PDF)
- [Discretionary Courtesy Pay Disclosure](#) (PDF)
- [Truth in Savings](#) (PDF)
- [Fee Schedule](#) (PDF)
- [Business Fee Schedule](#) (PDF)
- [NCUA: Your Insured Funds](#) (PDF)

Terms and Disclosures

- [Health Savings Debit Card Terms & Conditions](#) (PDF)
- [Business Debit Card Agreement & Conditions](#) (PDF)
- [Business Visa Credit Card Agreement & Conditions](#) (PDF)
- [Visa Application & Solicitation Disclosure](#) (PDF)
- [Buff One Visa Application & Solicitation Disclosure](#) (PDF)
- [Equal Housing Lender \(EHL\) / Equal Opportunity Lender](#) (PDF)
- [Consumer Energy Loan Disclosure](#) (PDF)
- [Business Energy Loan Disclosure](#) (PDF)

[Feedback](#)

- [Elevations Local Change Services Agreement](#) (PDF)

Online and Mobile Services

- [Consent for eDocuments](#) (PDF)
- [Online Banking Services, eDocuments & Bill Pay Services Disclosure/Agreement](#) (PDF)
- [Online Consent for Online Account Opening](#) (PDF)
- [Online Consent for Online Banking Agreement](#) (PDF)
- [Third Party Sites Disclosure](#) (PDF)
- [Remote Deposit Capture Agreement](#) (PDF)
- [Social Media and Community Guidelines](#) (PDF)

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MOBILE APPS

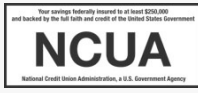


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Your savings are federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government. National Credit Union Administration, U.S. Government Agency

Feedback

EXHIBIT 7

ACCOUNT AGREEMENT & DISCLOSURE



1 800 692-2274
1 888 692-5626 (LOANS)
wingsfinancial.com



Federally insured by NCUA.

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WINGS FINANCIAL CREDIT UNION ACCOUNT AGREEMENT AND DISCLOSURE ("AGREEMENT")

In this Agreement, the words "you" and "your" refer to the owner and, where applicable, each joint owner of an account; the words "we," "us," "our" and "Wings" means Wings Financial Credit Union.

By signing the Signature Card, you agree to the terms and conditions of this Agreement.

This Agreement sets forth the terms and conditions applicable to your accounts. Your accounts are subject to our Bylaws and also subject to any additional disclosures we may provide at the time that you open your account. It includes your promise to pay charges and your permission for us to deduct charges directly from the account balance. This Agreement adheres to Clearing House Rules and State and Federal Laws, including the Uniform Commercial Code. All accounts with us are subject to the laws regulating transfers at death, and as well as estate and other succession laws. You also agree to all terms, whether posted at our premises, printed on deposit slips, contained in this Agreement or enclosed with statements. Nothing in this Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

We may amend the Agreement at any time. Notice of the changes may be provided by means we consider appropriate. Except where a law or regulation requires notice by some other means, we may provide notice of change by posting the changes on our website, enclosing a notice in a statement for the account, or by mailing a notice to you at the address last listed on record. By continuing to be a member of Wings, you agree to any amended terms of this Agreement.

Please read carefully and keep for future reference.

To contact Wings, please call Member Services at

1 800 692-2274, or write to us at:

Wings Financial Credit Union
14985 Glazier Avenue
Apple Valley, MN 55124

To report your credit or debit card lost/stolen
after hours, please call **1 800 523-4175**.

MEMBERSHIP ELIGIBILITY

To join Wings, you must meet the membership eligibility requirements as set forth in our Charter, including purchase and maintenance of at least one (1) share. If you do not maintain at least one (1) share on deposit with us, your account will be subject to closure, even if fees charged by us cause your account to have less than one (1) share on deposit.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, residence address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In addition, third-party verification sources, such as a credit bureau, will be utilized in an attempt to verify your identity.

If we are unable to verify the information provided, your accounts will be closed and your membership will be terminated.

NOTICE OF NEGATIVE INFORMATION AND CONSUMER REPORTING AGENCY INFORMATION

As required by Federal Law, this is notice to you that we may furnish any "negative information" regarding your accounts to a nationwide consumer-reporting agency. "Negative information" means information concerning delinquencies, late payments, insolvency or any form of default. This Notice does not mean that we will be reporting such information about you, only that we may report such information about members who have not done what they are required to do under this Agreement.

You authorize us to obtain a consumer credit report in connection with any application, update or renewal of any share or loan account that you apply for. You authorize and understand that we may obtain such reports at any time after you establish membership with us. Also, you authorize us to use these consumer credit reports to consider you for other products and services with us.

CONSENT TO CONTACT

You agree that we may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers), which may result in a charge to you. You agree that we may contact you in order to service your account, prevent fraud, collect any amounts owed to us, and for informational and telemarketing purposes as permitted by law. You further agree that methods of contact may include the use of pre-recorded or artificial voice messages and/or the use of an automatic dialing system. You understand that you are not required to agree to this provision of the Membership Agreement as a condition of purchasing any property, goods or services. You represent and agree that you are and will be the wireless telephone number subscriber with respect to each wireless telephone number provided by you to us.

SAFEGUARDING YOUR ACCOUNT

There are several precautions you may take to decrease the risk of unauthorized transactions from your account. Such precautions include, but are not limited to: safeguarding and not disclosing to third parties information such as your account numbers, PIN, debit card or credit card numbers; not disclosing your CU Online login information; not allowing a third party to access (directly or remotely) your computer while you sign into your CU Online account. If you disclose or allow a third party to have access to any of the above information, you will be liable and shall indemnify us for any transactions or losses you incur as a result of such disclosure.

TAX IDENTIFICATION NUMBER (TIN) AND BACKUP WITHHOLDING

Regulations require Wings to obtain completed and signed certifications identifying your TIN, or Social Security Number. If you fail to furnish a certification or the correct TIN, Wings must withhold and forward to the IRS a percentage of taxable interest, dividend, and certain other payments as part of its backup withholding requirements. If Wings is unable to verify the TIN provided, we will close your account and terminate your membership.

ACCOUNT OWNERSHIP AND AUTHORITY

Individual Accounts

If you open an account by yourself, it is called an individual account. You are the only person who may use the account.

Joint Accounts

If you designate a joint owner on an account, this designation applies to all funds, excluding an initial \$5 membership in a primary share account.

If there is more than one owner on this account, all monies credited to it, including dividends, shall be the property of the owners as joint tenants, and not as tenants in common. You each authorize us to pay any and all funds deposited without reference to the original ownership of the funds so deposited. If an item deposited in a joint account is returned unpaid, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefitted from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

Withdrawals may be made by any owner, and in the case of death, funds may be withdrawn by the survivor(s). If two or more of you survive, you intend and agree that you hold the balance in the account as joint owners with survivorship and not as tenants in common. If the survivor(s) are not eligible for primary membership in Wings Financial, the account will be closed. When we receive notice of the death or incompetence of any one of you, we may, but are not obligated to, restrict or prohibit further withdrawals until we are satisfied that our obligations under the law and this Agreement have been met. A surviving owner's interest is subject to Wings' statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if the surviving owner did not consent to it.

Instructions to remove one of the joint owners from the account or to restrict its use by any one of the joint owners may only be made by the person whose name is to be removed or whose use of the account is to be restricted. The primary member may remove the other joint owner if the primary member agrees to indemnify us for any claims on account of such action. We may close the account on the instruction of any one of the joint owners or any one of the joint owners' legal representative(s) without the other joint owner's consent.

In the event of setoff, the enforcement of a security interest, or legal action, including levy, garnishment or seizure affecting any owner, we may treat all funds in the account as belonging to the affected owner. Each joint owner shall have access to any line-of-credit loan attached to an account as overdraft protection and each owner will be liable to Wings, regardless of which owner causes access to the line-of-credit.

If, at any time, Wings has notice of an action of law, commenced or pending between account owners, Wings may refuse withdrawals by any owner, except upon a court order.

Minor Accounts

Accounts may be opened in the name of a minor. A guardian or parent must provide the required taxpayer identification certification. Wings may require accounts to be joint with an owner who has reached the age of majority, under state law; that owner is jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. Wings may pay funds directly to the minor without regard to his or her minority. A guardian or parent will only have account access if they are joint owner of the account.

Custodial Accounts

A custodial account may be opened under the Uniform Transfers to Minors Act (UTMA) of Minnesota. The minor must be eligible for Credit Union membership. A guardian or parent must provide the required taxpayer identification certification. There may be only one custodian and one minor for each account. Accounts are opened in the name and social security number of the minor with a designated custodian. Unless a Court Order states otherwise, only the custodian may withdraw funds from the account or close the account until the custodial arrangement terminates by law and funds are transferred to the minor by the custodian. We will have no liability or responsibility to the custodian, the minor, or the minor's legal representative(s) or anyone else if we follow the instructions of a named custodian or successor custodian.

At the time the account is established, or any time afterwards, the custodian may name a successor custodian. A successor custodian has no authority to make transactions or receive information regarding a custodial account until the death or resignation of the custodian.

If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw the funds, or from a court order. We are not responsible to monitor the age or eligibility for a Custodial Account, even though our records indicate the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority.

IRA Accounts

IRA accounts are established by completing a separate IRA agreement. Beneficiary designations are made for funds held in an IRA at the time the account is established and may be changed at any time by completing an "IRA Change of Beneficiary" form. Joint owners are not allowed on IRA accounts.

IRA funds are separately insured by the NCUA up to \$250,000.00.

Payable on Death (POD) Beneficiary Designations

Payable on Death beneficiaries may be designated on individual and joint accounts. The person(s) designated as a beneficiary has no rights (access or control) to the account during the life of the member and all joint owners. Beneficiary designations may be deleted or changed by the member any time during the lifetime of the member by making such request to Wings on an acceptable form. If there are multiple named beneficiaries, upon the death of the last surviving owner, the funds will be distributed equally to each named beneficiary as a tenant in common. We are not obligated to notify any beneficiary of the existence of any account, nor the vesting of any beneficiary interest in any account, except as otherwise provided by law. We are not liable to the estate or any third party for acting, in good faith, upon beneficiary designations made by you on an acceptable Wings form. If a dispute arises among beneficiaries or other third parties as to the ownership of funds, we may freeze the funds until the dispute is resolved. The estate shall be responsible for any costs we incur should legal action arise, including, but not limited to, an interpleader action. Costs include, but are not limited to, court costs and attorneys' fees. Any costs we may incur may be offset against any funds in your account or an estate account held by Wings.

Power of Attorney (POA)

You may appoint another person to act as your Attorney-in-Fact in connection with your account, as long as it is in a form acceptable to us. We may act on the authority until we receive written notification of its revocation. A power of attorney given by any joint owner on an account shall be effective despite the objection of another joint owner(s) on the same account.

Wings has the right to review and approve, or refuse to accept, any form of a power of attorney and may restrict account withdrawals or transfers. Wings is under no obligation to honor any power of attorney which we reasonably conclude is invalid, or unreliable, or which has been revoked. Wings may restrict or refuse instructions from the Attorney-in-Fact, if in good faith, we believe the POA does not authorize the Attorney-in-Fact to act. However, we are not responsible, nor liable, to you for the actions of the Attorney-in-Fact, including the misuse of funds or exceeding the authority set forth in the POA. You agree to indemnify us from any loss we incur as a consequence of accepting the POA.

Death of Account Owner

We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of an account owner's death. Once we know of an owner's death, we may pay checks or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days after that date, unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

NON-PERSONAL ACCOUNTS**Trust Accounts**

Members of Wings can apply to establish accounts in the name of a trust. These accounts must be opened in the complete name of the trust, and all transactions must be performed by the trustee in their representative capacity. Wings is the holder of the trust funds on deposit and cannot act as a trustee.

Indemnity Agreement by Trustee

All Trustees agree to indemnify, keep indemnified and hold Wings Financial harmless from, and against, any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or incur by and reason of: (a) Wings having complied with the request of the Trustee(s) concerning the account, (b) any claims or demands which may be made with respect to the Trust, (c) Wings declining to honor the Trust or Certification of Trust instrument, or (d) payment or transfer of credit which Wings may give, make or permit with respect to this Agreement on the Trust, whether through inadvertence, accident, oversight, neglect or otherwise.

The liability of the Trustee(s) under this Agreement is joint and severable, and shall accrue immediately upon the presentation of any claim by any of the Trustee(s), or any of their assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Trustee(s)' respective assigns, successors and legal representatives. Funds may be withdrawn on the Trust account by any Trustee.

Estate Accounts

An Estate Account may be established if either the deceased person or the Personal Representative of the Estate is a current Wings member. The Estate must have a TIN and all transactions must be completed by the Personal Representative in their representative capacity.

Indemnity Agreement by Personal Representative

The Personal Representative agrees to indemnify, keep indemnified and hold Wings Financial Credit Union harmless from, and against, any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever, which it at any time shall or may sustain or incur by and reason of: (a) Wings having complied with the request of the Personal Representative concerning the account, (b) any claims or demands, which may be made with respect to the Estate Account, (c) Wings declining to honor the requests of the Personal Representative, or (d) Payment or transfer of credit which Wings may give, make or permit with respect to this Agreement, whether through inadvertence, accident, oversight, neglect or otherwise.

The liability of the Personal Representative under this Agreement shall accrue immediately upon the presentation of any claim by any of the Estate's assigns, heirs or beneficiaries. This Agreement shall be effective and binding upon the Personal Representative and any successor.

Special Account Instructions

You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you (or any account owner), such as adding or closing an account or service, be evidenced by a signed form or other document which evidences a change to an account and accepted by us.

GENERAL ACCOUNT TERMS**Deposits**

Deposits to accounts will be accepted in cash, electronic means or instruments collectible through the Federal Reserve Bank System. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a fee on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer. We shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.

Unless prohibited by law, Wings can charge back the amount of any item which was paid by the payor bank and which is later returned due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. Deposits made by mail, through an ATM, at night deposits or unstaffed facilities are not our responsibility until we receive them.

We reserve the right to refuse or to return any deposit.

The maximum amount of shares which may be held by any one member is established from time to time by resolution of the Board of Directors.

Collection of Items

We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of anyone outside of our control or for loss in transit, and each person handling the item will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest

regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

Signatures and Endorsements

You will agree to sign as your signature appears on the Membership Application/Signature Card when drawing checks or other items.

We may accept transfers or checks for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners, even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check or item as though it is payable to either person. If an insurance, government, or other check requires an endorsement, we may require endorsement as set forth on the item. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you, or any prior endorser, will be your responsibility.

We will not be liable if, in good faith, we believe your signature is not genuine, and we will refuse to pay any check drawn on your account. We may also refuse to honor any check that is not on a form acceptable to us. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

Restrictive Endorsements and Legends

Some checks contain restrictive endorsements, restrictive legends or similar limitations on the item. Examples of restrictive endorsements include "For Deposit Only." Examples of restrictive legends include "Two Signatures Required," "Void After 60 Days," and "Not Valid over \$500.00." We are not liable for payment of any check contrary to a restrictive legend, restrictive endorsement or other limitation contained in or on the item.

Withdrawals and Transfers

Withdrawals and transfers have to be by written paper or such other means as approved by Wings. We will subtract withdrawals from collected funds first. We may at any time refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary.

We reserve the right to refuse any withdrawal or transfer request which is for an amount less than any minimum withdrawal or which exceeds any frequency limitation. Repeated abuse of the stated limitations (if any) may force us to close the account. We will use the date the transaction is completed by us (as opposed to the day you initiate it) to apply any frequency limitations.

Preauthorized Transfer

Internal Transfer

A preauthorized transfer may be arranged to transfer funds between accounts at Wings or to pay a Wings loan on a specified day of the month. Transfers are performed the morning of the day selected, and can be for a specific amount; or for loans, in the amount of your payment. If the transfer day selected falls on a Saturday, Sunday or holiday, the transfer will be performed the next business day.

If funds are not available at the time of the scheduled transfer, the transfer will be attempted each day until fulfilled.

External Transfer

A recurring transfer with proper authority, according to the NACHA Rules, may be created to transfer funds to/from another financial institution through the Automated Clearing House. Such transfers must be a fixed dollar amount and must follow a recurring schedule. Requests for such transfers must be received at least three banking days prior to the first execution. Forms will be provided requesting the necessary information and authorization.

These transfers are initiated one day prior to the selected transfer date. Funds transferred from your Wings account may be held two days prior to being sent. If the date selected falls on a weekend or federal holiday, the transfer will be initiated one banking day prior for posting on the following banking day.

Funds Transfers

This section provides the terms and conditions which specifically relate to any transfer or receipt of funds that is governed by Article 4A of the Uniform Commercial Code. Fund transfers we permit will be subject to such provisions of the UCC as enacted by the state of Minnesota.

Generally, these are wire transfers or transfers through an Automated Clearing House (ACH) that are not otherwise governed by the Electronic Fund Transfer Act; however, other types of transfers may be covered. These terms and conditions are in addition to, and not in the place of, any other agreement or agreements which you may have entered into with Wings regarding any such transfer or receipt of funds.

Reliance on Identification Numbers

In acting upon funds transfer instructions, most financial institutions rely solely on an identifying number or account number accompanying the payment order to identify the person who is to receive a payment or debit. This means if you instruct Wings to make a payment to a person and you identify that person by both a name and an account number, payment may be made by the person's financial institution on the basis of the identifying or financial institution account number, even if the number identifies a person different than the person named as the beneficiary in your instructions to us. Additionally, if your payment instructions to Wings identify a financial institution that is to participate in the funds transfer both by name and identifying number, any financial institution may rely on the identifying number as the proper identification of the financial institution that is to participate in the funds transfer, even if it identifies an institution different from the financial institution identified by name.

Credit given by us to you with respect to an Automated Clearing House credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you.

Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with, and governed by, the laws of the state of Minnesota as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Fees and Charges

It is your responsibility to have sufficient collected funds in your account to cover any fees or charges that are imposed. Fees or charges, if any, will be taken from any account in which you have an ownership interest when they are due. We will not be liable for refusing to pay items presented if, at any time, service charges leave insufficient collected funds in your account.

Refer to the Schedule of Fees for a current list of any fees or charges that may be charged to an account.

Insufficient Funds

The law permits us to pay items drawn on your account in any order. Any decision on our part to pay overdrafts (an item whose payment would result in the account having a negative balance whether created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means) does not create an obligation to pay other overdrafts, no matter how consistently we may have paid them, nor to provide notice when our practice in this regard changes. Any overdraft amounts, however created, are due and payable at once. We may impose overdraft and return check charges which, together with any expenses we incur in collecting the overdraft amounts (including court costs and reasonable attorneys' fees), are also due and payable when imposed or incurred. You may be charged a fee each time a transaction is presented for payment, even if the same transaction is presented multiple times, which may result in multiple fees for the same item.

Return Items

You authorize us to exercise our discretion in resubmitting for payment any item which was returned unpaid or dishonored on first presentation, without prior notice to you. If any item you deposit is returned, we may charge a fee. Wings will return items unpaid if you do not have sufficient available funds and will charge a non-sufficient funds (NSF) charge unless you have available overdraft protection. You may be charged a fee each time a transaction is presented for payment, even if the same transaction is presented multiple times, which may result in multiple fees for the same item.

Overdrafts

You have automatic overdraft protection from your share savings account and any line-of-credit loan attached to the account. Overdraft protection may also be arranged from other accounts. We also offer Overdraft Protection Plus for a fee. See *Overdraft Protection Plus—Agreement & Disclosure*.

Overdraft transfers will occur once per day in amounts equal to the cumulative overdrafts for that day. Transfers occur the night after the overdraft.

If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

Understanding Your Account Balance

Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both balances are accessible online, by phone or at a branch. We use the available balance when determining whether a transaction will cause your account to overdraw and for fee assessments.

Your Actual Balance

Your actual balance is the amount of money that is actually in your account at any given time. Your actual balance reflects transactions that have "posted" to your account, but it does not include transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges, or deposits that have not yet posted, and, therefore, will not appear in your actual balance.

Your Available Balance

Your available balance is the amount of money in your account that is available to you without incurring a fee. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that we have authorized but that have not yet posted to your account.

Postdated and Stale-Dated Checks

You agree not to issue any check that is payable on a future date (postdated). If you do issue a check that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment.

You agree not to deposit checks before they are properly payable. We are not obligated to accept for deposit or pay any check drawn on your account that is presented more than six (6) months past its date (stale-dated).

We will not be responsible for any losses or costs you incur as a result of the payment by us of any check more than six months old, or the payment of any check before the date written on the face of it by you.

Check Printing Requirements

Only approved checking forms and other methods approved by Wings may be used to withdraw funds from an account. We may, at our option, pay any item, whether or not the item is properly encoded. Wings shall have no responsibility to stop payment on any check or other item not conforming to our printing and encoding standards.

Stop Payments

Any authorized signer may stop payment on any check drawn on an account, whether they signed the item or not. Wings must receive your request at a time and in a manner which allows us a reasonable opportunity to act. An oral order is valid for 14 calendar days, unless it is confirmed or revoked in writing within that time period. An electronic or written order is valid for six months.

Your written order to stop payment must contain your name and account number, the name to which the check is made out (payee), and the number and exact amount of the check. Failure to provide us with the correct information regarding the check(s) may result in the check being paid. You may renew your order in writing every six (6) months. We may pay your check after your stop payment order has expired, even though the checks are more than six (6) months old. Any authorized signer may remove a stop payment, even if they are not the one who placed the stop payment initially.

We are not required to notify you when a stop payment order expires.

Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold Wings harmless from all costs, including attorneys' fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. You understand that, as a rule, we will not stop payment on Cashier's Checks. If we agree to stop payment, we may require that you indemnify us.

For ACH Stop Payments, see Preauthorized Payments on page 19.

Checks Presented for Payment in Person

We may refuse to accept any check drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check, and we shall have no liability for refusing payment. If we agree to cash a check that is presented for payment in person, we may require the presenter to pay a fee.

Verification and Correction of Transactions

All transactions are subject to final verification by us. We may reverse or adjust any transaction, credit, or debit that we believe was erroneously made to your account at any time, without prior notice being provided to you, except as may be required by regulation or Federal law. In addition, you agree that if any deposit or other credit is made to you that we determine should not have been made to you, we may reverse the credit without prior notice to you.

Warranties

You make the following warranties to Wings concerning each item you deposit or which we cash for you or give other consideration: all necessary signatures and endorsements have been placed on the item and are genuine, the item has not been materially altered and you have good title to it, and no defense of any party to the item is good against you. If any such warranty is breached, we may deduct the amount of the item, plus expenses,

from any of your accounts or otherwise collect from you. If we determine an error has been made on your account regarding any transfer, deposit or withdrawal, we may correct the error, including debiting your account, without any further liability to you.

Claims

If a claim is made against us, or when we receive notice of a potential claim involving a breach of any such warranty, we may withhold from any of your accounts the amount in dispute, plus fees, until the claim is resolved. The claim will be considered valid unless you give us written notice contesting the claim within 10 days after we notify you. On request, you will promptly furnish an affidavit stating your factual basis for contesting the claim. You also will defend and indemnify us from all liability and losses we may incur by not honoring a disputed claim.

Reclamation

In connection with Direct Deposit, if we deposit any amount in any of your Wings accounts with us which should have been refunded to the Federal government for any reason, you authorize us to deduct the amount of our liability to the Federal government from any account you have with us without prior notice, and at any time, except as prohibited by law. We may use any other legal remedy to recover the amount of our liability.

Right of Setoff

You agree that all accounts in your name, alone or joint with another person(s), may, at our option, be used to pay any fees, charges or other debts due us, amounts owed to us, or all or part of any loan or debt you have with us, whether the loan or debt is individual or joint with another person. This right will not apply to shares or deposits held in an Individual Retirement Account.

Statutory Lien

Unless prohibited by law, you pledge and grant as security for all obligations you may have, now or in the future, all shares and dividends in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn, unless you are in default. State law gives us a lien on all shares, dividends and deposits in accounts you have with us now and in the future. Except as limited by Federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Security Interest

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by Federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

Enforcement

You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses, including attorneys' fees, from your account without prior notice to you. In addition, if we bring legal action to collect any amount due or to enforce this Agreement, we shall be entitled, subject to applicable law, to reasonable attorney fees and costs, including any fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions. If you bring

legal action against us, and we prevail, we will be entitled to recover all costs of our defense, including, but not limited to, court costs and attorneys' fees. If any demand or action is brought against us by a third party, we shall be entitled to any and all cost of defense, including, but not limited to, settlement and attorneys' fees.

Closing Accounts and Terminating Membership

Only the member may close the primary share savings account. Closing the primary share account terminates membership. Any joint owner may close any other account.

We may close your account or limit your services at any time. After your account is closed, we will not have any obligation to accept deposits or pay any outstanding items. When your account is closed, you agree to destroy all unused checks.

Your primary share savings account balance may be reduced below the \$5 share par requirement through the assessment of fees, late charges or the statutory lien. If the account is not brought back to par within 2 months, membership will be terminated.

Wings may also close your account and terminate your membership (or close any certificate or account) after your account is opened if we are unable to verify your membership eligibility, if you fail to provide required identifying information for all signers, if we are unable to verify the identity of any account signer, if your account falls outside of our risk tolerance, or if you cause a monetary loss to Wings.

Freezing an Account

If we suspect any unlawful or unauthorized activity involving your account, or receive notice of any dispute over funds in an account, we may place a hold on the account or any other accounts you maintain with us pending an investigation of the suspected activities ("freeze"). We may also freeze your account without any liability if we have reason to believe that doing so is necessary or prudent to avoid incurring potential liability, costs, or expenses, or to avoid potential loss of such funds, until the situation is resolved to our satisfaction or until we receive a Court Order instructing us regarding the disposition of said funds. If we freeze your account, we will give you any notice required by law. You shall be responsible for any costs we incur should legal action arise, including, but not limited to, an interpleader action. Costs include, but are not limited to, court costs and attorneys' fees. Any costs we may incur may be offset against any funds in your account held by Wings.

Legal Process (Including Levies/Garnishments)

We may accept and act on any legal process we believe is valid, including, but not limited to, levy, garnishment, attachment, tax levy, withhold order, injunction, restraining order, subpoena, search warrant, government agency request for information, seizure, or other legal process related to your account. We will not notify you of any grand jury subpoena affecting your account. If any legal process or action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. We may refuse to permit any withdrawals on your account.

If your account is a joint account, for the purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account, regardless of whom contributed the funds. Therefore, you agree we may pay all amounts in the account in satisfaction of the legal process, even if it does not attach to the interest of all owners of the account.

Any expenses or attorneys' fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our right of setoff, lien and security interest. We will charge a fee for processing levies and garnishments as set forth in our Schedule of Fees, regardless of whether the process is subsequently revoked, vacated or released.

Abandoned Account

If a deposit or withdrawal has not been made on your account, and we have no other contact with you as required by state law and within the period specified by state law, your account will be presumed to be abandoned. The account will be closed and the funds in abandoned accounts will be remitted to the state in accordance with state law. Once funds have been turned over to the state, we will have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Inactive Accounts

If your account falls below any applicable minimum balance, if or you have not made any transactions for at least six months, or if we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. We may charge a service fee as set forth in our Schedule of Fees.

Governing Law, Waiver and Venue

Your relationship with Wings is governed by the laws of the State of Minnesota, except where pre-empted by Federal or State law. Your account is subject to all applicable rules and customs of any clearing house or other association involved in the account transactions. Changes in these laws and regulations may modify the terms and conditions of the account. We do not have to notify you of these changes. You hereby waive the right to a jury trial in disputes concerning your accounts. You agree that any lawsuit concerning your account will be brought in the county in which we have our main office.

We do not give up any rights we have under this agreement by delaying or failing to exercise them.

Severability

If any part of this agreement is found by a court to be invalid or unenforceable, the remaining parts will still be in effect. All headings are intended for reference only.

Indemnification of Wings

Indemnification of Wings shall come from the member or any account's joint owner. The member or joint owner signing on the membership application shall indemnify (repay) Wings for any loss incurred in conjunction with an account.

This indemnification does not prohibit Wings from seeking recovery of a loss from any other party to the loss, regardless if they are or are not signers or authorized individuals.

Legal Use of Accounts and Services

Any financial service provided by Wings may be used for any transaction permitted by law. You may not use your account or your Wings card for illegal purposes. The display of a payment card logo by a merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you are located. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract, and such service and/or other related services may be terminated at Wings' discretion. You further agree, should illegal use occur, to waive the right to sue Wings for such illegal activity directly or indirectly related to it and hold Wings harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

Account Statements

All accounts will receive a statement at least quarterly. Monthly statements will be sent to checking accounts or accounts with electronic fund transfers.

You must review your statement promptly to determine if there are any errors, alterations or unauthorized transactions (this includes both deposits and withdrawals). In all cases, you must report any such information to us within 60 days after the statement is made available to you. If you do not report this information to us within that time, you give up your right to contest the payment of any items reported in your statement and you accept the reported charges and account balance as being correct.

Name or Address Change

You are responsible for notifying us of any name or address change. Wings is only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notice of a change in address and may require any other notice from you to us be provided in writing.

Invalid Address

If mail is returned undeliverable, we may stop sending any mail and charge a monthly service fee, as set forth in our schedule of fees.

Electronic Notice

If you have agreed to receive any notices electronically, we may send you notices electronically and discontinue mailing paper notices to you unless you notify us that you wish to reinstate receiving paper notices.

Effect of Notice

Any written notice you give us is effective when we receive it at the address of our main office on page 3 of this Agreement. Any notice given to us must be received in time for us to have a reasonable opportunity to act on it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

Restriction of Account Access (including Electronic Access)

If we suspect fraud or illegal activity on your account, if you owe a debt or monies to us, or if your account is in collections, we may freeze your account and suspend or terminate your access to your account through electronic channels (including online and mobile banking). We may also cancel your debit and/or credit card.

SUBSTITUTE CHECKS AND YOUR RIGHTS**What is a Substitute Check?**

To make check processing faster, Federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks, with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment, just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are My Rights Regarding Substitute Checks?

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund within 10 business days after we received your claim, and the remainder of your refund not later than 45 calendar days after we received your claim. We may reverse the refund if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the address listed on page 3 of this Agreement. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check (and/or) the following information to help us identify the substitute check: (identifying information, for example: the check number, the name of the person to whom you wrote the check, the amount of the check).

FUNDS AVAILABILITY POLICY

Our policy is to make funds from deposits to checking accounts immediately available. Deposits made at Automated Teller Machines (ATMs) will be available on the second business day following the banking day on which funds were deposited, with the exception of \$200 which will be available immediately.

When funds have been made available and withdrawn, you are still responsible for checks deposited that are returned unpaid and for any other problems involving the deposit.

If we cash a check that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time the funds from the check we cashed would have been available if you had deposited it.

For determining the availability of deposits: every day is a business day, except Saturdays, Sundays, and Federal holidays. If a deposit is made after our office has closed or on a day that we are not open, we will consider that the deposit was made on the next business day after we receive the deposit.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the 7th business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and Federal, State and local government checks will be available immediately if the deposit meets certain conditions. The excess over \$5,000 from these types of deposits will be available no later than the 7th business day after the day of your deposit.

Funds from all other check deposits will be available on the 7th business day after the day of deposit.

ELECTRONIC FUNDS TRANSFER ACT NOTICE – REG E

An electronic funds transfer is any transfer of funds that is initiated through an electronic terminal, telephone or computer for the purpose of ordering, instructing, or authorizing Wings to debit or credit your account.

Transfer Types, Limitations and Fees

Savings Account Limitation – Federal Regulation D (Reg D) requires Wings to limit the number of transfers to another account at Wings, or to a third party, from all accounts except checking accounts to 6 per calendar month, or statement cycle of at least 4 weeks. The transaction counter is reset each time a statement is produced. This limitation includes preauthorized or automatic transfers, telephone transfers, online and mobile transfers, ACH transfers, transfers made by debit card, or any similar order made to a third party.

This limitation does not apply to transactions that repay loans at Wings, withdrawals by telephone if a check is mailed payable to the account holder, and transactions made by mail, messenger, automated teller machine (ATM) or in person.

ATM Machines

You may use your ATM card or VISA® Debit Card to withdraw cash, make deposits and transfer funds between your Wings accounts. Not all services may be available at all machines.

Limitations – The standard daily withdrawal limit is \$500.

Fees – A 1% fee is charged for withdrawals made in foreign countries. There is no charge for transactions performed at machines owned by Wings. At non-proprietary machines, you receive 10 free withdrawals per account each statement period, and then are charged a per-transaction fee of \$2.50. You may also be charged a fee by the ATM operator, who may charge a fee for a balance inquiry, even if you do not complete a fund transfer.

Point-Of-Sale (POS) Transactions

You may use your VISA Debit Card to access your checking account to purchase goods and pay for services (in person, online, or by phone), get cash from a merchant, (if the merchant permits), or from a participating financial institution, and perform other transactions that a participating merchant will accept.

Limitations – The standard daily limit is \$1,500 and 20 transactions.

Fees – A fee is charged for withdrawals performed in foreign countries.

CU Pal – Credit Union Phone Access Line

You may use a touch-tone telephone to transfer funds between your Wings accounts.

CU Online – Internet Account Access

You may use a computer to transfer funds between your Wings accounts, initiate a remote deposit of a check, make payments to third parties from your checking account (Bill Payer), and transfer funds to/from accounts you have at other financial institutions (external transfer).

Limitations – You may deposit up to 6 checks per day using Remote Deposit. The maximum payment you can make using Bill Payer is \$25,000. You will be assigned a daily and 30-day rolling limit for external transfers. Your limit is displayed within the application.

Fees – Bill Payer is free if 3 or more bills are paid per month, otherwise, a monthly fee is charged. Bill payments initiated through CU Online and mobile banking are combined to determine number of bills paid.

Mobile Banking

You may use the Wings mobile banking application to transfer funds between your Wings accounts, deposit checks, and make payments to third parties from your checking account (Bill Payer).

Limitations – You will be assigned a monthly deposit limit for mobile check deposits. Your limit is displayed within the application. The maximum payment you can make using Bill Payer is \$25,000.

Fees – Bill Payer is free if 3 or more bills are paid per month, otherwise a monthly fee is charged. Bill payments initiated through CU Online and mobile banking are combined to determine number of bills paid.

Preauthorized Transfers

You may arrange a recurring funds transfer between your accounts at Wings, or to/from another financial institution on a specified day of the month.

Transfers Initiated by Third Parties

You may provide your savings or checking account information to a third party and authorize them to withdraw payments or make deposits to your Wings accounts. These transfers may be one-time or recurring, and may use the Automated Clearing House network (ACH) or other payment network.

Electronic Check Conversions

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may also authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Fee Notice

Please see separate “Schedule of Fees” for the amount of all fees.

Preauthorized Payments And Direct Deposits

Right to Stop Payment and Procedure

For payments initiated by a third party: Wings cannot cancel an agreement you have with a third party, or revoke the authorization that you have provided to them, for recurring automatic transfers from your account. To cancel your agreement with a third party, you must contact them directly. You may request from Wings a stop payment on a one-time or series of recurring preauthorized transfers from a third party. When you do so, we will stop payment on that one transfer or series, and not on any subsequent transfers you may have from this party.

For payments initiated by Wings: If you have arranged for Wings to initiate a regular payment to a third party out of your account, you can stop any of these payments.

To place a stop payment order: Call or write to us at the telephone number or address listed on page 3 in this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and deliver it to us within 14 days after your call.

Please refer to our separate fee schedule for the amount we will charge you for each stop payment order.

Notice of Varying Amounts

If regular payments may vary in amount, the payment initiator will tell you 10 days before each payment when it will be made and how much it will be. (You may choose instead to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized Transfer

If you order us to stop a payment 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Documentation

Terminal Transfers

You can get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminal; however, you may not receive a receipt if the amount is \$15 or less.

Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1 800 692-2274 to determine whether or not the deposit has been made.

Periodic Statements

You will receive a monthly account statement (unless there are no transfers in a particular month). In any case, you will receive a statement at least quarterly.

Unauthorized Transactions

Your Liability

Notify us AT ONCE if you believe: (a) your card or code has been lost or stolen; (b) your account may have been accessed without your authority; (c) if someone has transferred or may transfer money from your account without your permission; or (d) if you believe that an electronic fund transfer has been made without your permission using information from your check.

The best way to minimize your loss is to call us at 1 800 692-2274.

However, you may also notify us in person or in writing at the address listed on page 3 of this Agreement. To report a lost or stolen ATM or VISA Debit Card after hours and on weekends, call 1 800 523-4175.

If you do not notify us, you could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone uses your card or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Limit on Liability for VISA Debit Card

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over VISA or Plus networks, or to transactions using your Personal Identification Number (PIN) which are not processed through VISA.

Business Days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are excluded.

Wings' Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line of credit and the transfer would go over the credit limit.
- If the Automated Teller Machine where you are making the transfer does not have enough cash.
- If the terminal or system is not working properly and that fact is evident when you start the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer of funds is restricted by the legal process.
- If there are additional exceptions specified under other agreements that you have with us.

Confidentiality

We will disclose information to third parties about your account or the transfers you make: (a) where it is necessary for completing transfers or (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (c) in order to comply with government agency or court orders, (d) if you give us your written permission or (e) in accordance with our privacy policy.

In Case of Errors or Questions About**Your Electronic Transfers**

If you think your statement or receipt is wrong, or if you need more information about a transaction, contact us as soon as possible at the telephone number or address listed on page 3 of this Agreement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us:

Tell us your name and account number.

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

Extended Timeframes

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will reverse any provisional credits and send you a written explanation. If there are insufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation.

Modification of the Disclosure

We may find it necessary to change any of the terms or conditions in this disclosure. If an immediate change is not necessary to ensure the security of our electronic funds transfer system on your account, we will mail or deliver notice of that change at least 21 days before the change is to become effective.

EXHIBIT 8

[\(/\)](#)[& Locations \(/locations\)](#)[About First Citizens \(/about\)](#)[Accessibility \(/accessibility\)](#)[Careers \(https://jobs.firstcitizens.com\)](https://jobs.firstcitizens.com)[PERSONAL \(/PERSONAL/\)](#)[BUSINESS \(/BUSINESS/\)](#)[WEALTH \(/WEALTH/\)](#)

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First Citizens Bank Deposit Account Agreement

Welcome to First Citizens Bank

We are pleased you have chosen to bank with us and we look forward to a strong and lasting relationship. This brochure contains important information concerning your accounts with First Citizens Bank. Please read this brochure and keep it with your other bank records. This brochure and your other account documents, together with any changes we may later make to them, serve as our contract with you governing your deposit accounts. If you have any questions concerning your accounts, please contact us using the "Bank Contacts" information (Part F) at the end of this Agreement or visit your nearest First Citizens Bank office. Thank you for allowing us to handle your banking needs.

November 2019

FIRST CITIZENS BANK DEPOSIT ACCOUNT AGREEMENT

This Deposit Account Agreement ("this Agreement") governs all deposit accounts with First-Citizens Bank & Trust Company, and supersedes all previous Deposit Account Agreements. When you open or maintain a deposit account with us, you are agreeing to the terms of this Agreement. It is a legally binding contract. Your use of any deposit account will constitute your acceptance of the terms of this Agreement and the provisions of the applicable Disclosure of Products and Fees, which is incorporated herein by reference. We are not required to open an account for any party, and an account will not be opened and/or considered valid until we receive (i) all necessary information and documentation (if required) to open the account, and (ii) the initial deposit in collectible funds.

As used in this Agreement:

- "Bank," "we," "our," and "us" refer to First-Citizens Bank & Trust Company.
- "Business day" is defined in our Funds Availability Policy contained in this Agreement unless otherwise defined in another section of this Agreement as the term pertains specifically to that section.

[feedback](#)

- "Depositor," "owner," "co-owner," "you," and "your" refer to the person, persons, or entity whose name or names appear on our records as account owner or owners.
- "Item" refers to any means or method by which funds are credited to or debited from your account; for example, a check, substitute check, remotely created check, draft, withdrawal order, ACH or electronic entry, funds transfer, electronic image of an item and/or information in electronic form describing an item (collectively "electronic item"), or instructions given in person or by telephone, mail, or computer.
- "Include," "includes," "including," or "for example" are not to be construed as exclusive or as limiting the scope of the particular provisions in which those terms are used.

A. TERMS AND CONDITIONS

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

CUSTOMER IDENTIFICATION PROGRAM AND GETTING TO KNOW YOU REQUIREMENTS

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open an account, we will ask for your name, address, date of birth, drivers license number and/or other information, such as account purpose, that will allow us to identify you and also help us to understand your financial service needs so we can better serve you. We may also ask you to provide copies of one or more of your identifying documents. Our identity verification procedures require us to request certain information from third parties regarding you. You consent to the Bank obtaining such requested information from third parties as a condition of opening any account.

When you open an account in the name of a legal entity (such as a corporation, limited liability company, limited liability partnership, etc.), you will be required to certify the identity of (i) each beneficial owner of such legal entity (natural persons only) with 25 percent or more ownership interest in such legal entity, and (ii) one individual with significant managerial control of such legal entity. This will include providing certain identifying information for each of these individuals such as name, date of birth, address and Social Security Number (or passport information in the case of foreign individuals). We may also ask to see copies of the identifying documentation for each individual. We will also ask you to provide information that will help us understand the nature and purpose of the legal entity's relationship with us.

PROHIBITION ON FUNDING OF UNLAWFUL INTERNET GAMBLING

We prohibit "restricted transactions" as described in the Unlawful Internet Gambling Enforcement Act as implemented by the federal interagency rules entitled "Prohibition on Funding of Unlawful Internet Gambling" promulgated by the Federal Reserve Board and the Department of the Treasury and codified in 12 C.F.R. pt. 233 (Regulation GG) and 31 C.F.R. pt. 132. If you are a business customer, we will ask you if your business is engaged or involved in internet gambling. If you deny such involvement we may ask you to provide us with a certification to that effect. If your business is or later becomes involved in internet gambling we may, in our discretion, do any one or more of the following:

(i) decline to open an account for your business; (ii) close your account if it has already been opened; (iii) require you to provide us with a copy of the license issued to your business by the appropriate state or tribal authority that expressly authorizes you to engage in an internet gambling business, or, if such license is not available, a reasoned legal opinion confirming that your internet gambling business does not involve transactions considered "restricted transactions" under the federal Unlawful Internet Gambling Enforcement Act; and/or (iv) require you to provide us with a written certification (a) advising the Bank of any change in your legal authority to engage in an internet gambling business and (b) certifying that your systems for engaging in an internet gambling business are reasonably designed to ensure that such business will remain within the legal limits.

OWNERSHIP OF ACCOUNTS

Your account is subject to and will be administered in accordance with the applicable state laws (as amended from time to time) that govern the type of account you open or maintain with us. All deposit accounts opened online are deemed to be opened and maintained in the State of North Carolina.

JOINT ACCOUNTS

The co-owners of a joint account are those persons whose names appear on our account records as co-owners of the account. All funds in the account are owned jointly by the co-owners, regardless of who makes the deposit or whose money is deposited. Each co-owner has the right to withdraw funds from the account without limit and without the knowledge, consent or joinder of any other co-owner. We are authorized to recognize the signature and comply with the instructions of any co-owner or authorized signer or agent as to matters affecting the account. Each co-owner appoints each other co-owner as his or her agent. Any co-owner may appoint agents, authorized signers or attorneys-in-fact for the account. Once a joint account is opened, one co-owner cannot remove him or herself or another co-owner from the account unless we agree to and accept such change.

Each co-owner agrees to notify us promptly of the death of another co-owner. The treatment of the account upon the death of a co-owner depends upon the type of joint account created.

Traditionally-opened (those opened in person or by telephone) joint accounts may be "with survivorship," or "without survivorship" or "no survivorship." (Joint deposit accounts opened online may only be opened as "with survivorship.") "With survivorship" means that upon the death of a co-owner, the sums remaining in the account belong to the surviving co-owners, and we may pay such sums to them in equal shares. You agree that our payment of such amounts to the surviving co-owners is a complete and total discharge of our liability with respect to the funds in the account. "Without survivorship" or "no survivorship" means that upon the death of a co-owner, the account is owned by the decedent's estate and the surviving co-owners. Upon the death of a co-owner of a "without" or "no" survivorship account, we may require, at our option, withdrawals only upon the signatures of the surviving account owners and the legal representative of the decedent's estate, or we may pay the entire balance to the appropriate office of the court for distribution as the law may require, or we may pay the entire balance to the surviving co-owners and the decedent's estate.

You have the sole responsibility for meeting any requirements set forth in applicable state law for the establishment of a joint account with right of survivorship. However, if you fail to meet any such requirements, you agree that, in the absence of any clear and convincing evidence on our records of a different intention at the time the account was created: (i) any account on which you are named on our records as co-owner with one or more other co-owners shall be a joint account with right of survivorship; (ii) the account shall have all the incidents described herein for joint accounts with right of survivorship; upon the death of a co-owner, the remaining funds in the account shall belong to, and may be paid directly to, the surviving co-owner(s); and (iv) our payment of such amounts to the surviving co-owner(s) shall be a complete and total discharge of our liability with respect to the funds in the account. This provision is intended to create a joint account with right of survivorship by contract without regard to statutory formalities.

Special Note concerning North Carolina joint accounts: Joint accounts opened and maintained in North Carolina, including those accounts previously governed by Section 53-146.1 of the North Carolina General Statutes, are governed by Section 53C-6-6 of the General Statutes. Joint accounts opened prior to June 1989 may be governed by Section 41-2.1 of the General Statutes. If your account is governed by Section 41-2.1, you agree that in addition to the payment alternative specified in Section 41-2.1, we may, at our option, pay the portion of the account which would be payable to the Clerk of Court or the decedent's estate directly to the surviving co-owners or the surviving co-owners and the decedent's estate. Any such payment shall be subject to the collection rights of the personal representative of the decedent. You agree to indemnify and hold us harmless against any claims or losses which arise from such payment. Payment of the balance of the account to the surviving co-owners or to the surviving co-owners and the decedent's estate constitutes a contractual expansion of the payment options set forth in Section 41-2.1. Your continued use of a joint account originally created under Section 41-2.1 constitutes your acceptance of this modification, which shall be binding upon you and your estate.

Special Note concerning tenants-by-the-entireties accounts: Some states permit married individuals to hold deposit accounts jointly with their spouses as tenants-by-the-entireties. In the absence of clear and convincing evidence in our records of an intent to create a tenants-by-the-entireties account (i.e., a signature card signed by married owners in which tenants-by-the-entireties ownership is designated), you will hold any account in which you and your spouse are named as co-owners as joint tenants with right of survivorship (unless non-survivorship is indicated), unless state law prescribes otherwise. If your account is deemed to be held by you and a co-owner as tenants-by-the-entireties, either by contract or by state law, you acknowledge and agree that (i) each account owner may act for the other as his or her agent with respect to all matters and transactions concerning the account; (ii) each account owner retains individual responsibility for account maintenance, and we may deduct from account funds any fees, charges, expenditures, claims or losses caused by the mishandling of the account regardless of whether one or both account owners are responsible for causing the loss or expense; and in dealing with any and all potential claims against the account, whether by garnishment, levy, lien, execution or other claim, we are entitled to report the existence of the account and provide information and documentation about the account in the same manner as with any other joint account in responding to third party claims against the account. You acknowledge that we will be required to make a determination as to the viability of any protection that may be available to you

with respect to the account due to your status as tenants-by-the-entireties, and you agree to bear the responsibility of appearing before court and invoking any additional protection offered by your tenants-by-the-entireties ownership of the account.

PAYABLE ON DEATH (POD) AND STATUTORY REVOCABLE TRUST ACCOUNTS

You may establish a payable on death (POD) account and/or a statutory revocable trust account under applicable state law and designate one or more POD payees (also referred to herein as "beneficiaries") to receive the funds in the account at your death. In accordance with the laws in some states, we may restrict your designation of POD payees to natural persons and/or to limited entities such as trusts or non-profit organizations.

A revocable trust/POD account shall be treated as an individual/joint account of the account owner(s). The account owner(s) have total ownership and control over the account during their lifetime(s), including the right to change a beneficiary. Upon the death of the last surviving account owner, the account balance belongs to the surviving beneficiaries, who then hold the account balance as joint tenants without right of survivorship unless applicable state law requires otherwise. Our payment of the account balance to the beneficiary(ies) designated on our account records (or to their heirs and designees) will be subject to presentation to us of any documentation we may require such as proof of death and/or identification. Payment to minor beneficiaries is subject to state law requirements. When there are multiple beneficiaries, we may pay the balance, at our option, (i) in equal shares by separate checks to the designated beneficiaries, or (ii) by issuing one check payable to all the beneficiaries and delivering the check to any one of them. Payments to any other claimants will be made in accordance with applicable law.

It is your responsibility to satisfy all of the requirements for a valid revocable trust/POD account. If all applicable requirements are not satisfied, we may treat your account as an individual/joint account without any trust or payable on death feature, and upon the death of the last surviving account owner, we may disburse the funds to the last surviving account owner's estate or elsewhere as may be required by law. We have no obligation at any time to notify any beneficiary of the existence of any revocable trust/POD account or the vesting of any interest in any revocable trust/POD account.

PERSONAL AGENCY ACCOUNTS (NORTH CAROLINA) CONVENIENCE ACCOUNTS (FLORIDA, TEXAS)

In North Carolina, personal agency accounts may be established under and are governed by Section 53C-6-8 of the North Carolina General Statutes. Convenience accounts may be established in Florida and Texas. In Florida, these accounts are established under and governed by Section 655.80 of the Florida Statutes; in Texas these accounts are established under and governed by Chapter 113 of the Texas Estates Code. In all three states, these accounts will be governed by the applicable statute as each may be amended from time to time.

In a personal agency or convenience account, you authorize your designated agent or convenience signer ("agent") to act on your behalf with regard to the account. Your agent will not have any ownership interest in your account. In addition to the powers given to your agent under the statute,

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you also hereby authorize your designated agent to perform any other act related to your deposit account. You will be responsible for all of the acts of your agent, even if your agent acts contrary to your specific instructions or your best interest or exceeds his or her authority. We will not be responsible for your agent's breach of fiduciary duty or the misapplication of funds from your account.

Your agent's authority will terminate upon your death, your written direction to us to terminate the agent's authority, your incapacity or mental incompetence (in North Carolina you may elect in writing to extend your agent's authority notwithstanding your subsequent incapacity or mental incompetence), or the occurrence of any other event which, as a matter of law, terminates the agent's authority. We may rely upon your agent's acts and instructions, however, until we have knowledge that his or her authority has been terminated and we have had a reasonable time to act upon that knowledge. You or your agent must promptly notify us when his or her authority has terminated, and your agent must notify us if he or she suspects that you have become incapacitated or mentally incompetent, even though you may not have been so legally adjudicated.

Upon your death, the account balance will be paid to the legal representative of your estate or to the Clerk of Superior Court for distribution in accordance with the law.

AGENCY AND FIDUCIARY ACCOUNTS

Any individual acting as an agent, guardian, conservator, personal representative, trustee, custodian or in some other fiduciary capacity ("fiduciary") must be designated to us as such on the signature card. It will otherwise be assumed that the account is owned in an individual capacity. We are authorized to follow the directions of the fiduciary regarding the account until we receive written notice that the fiduciary relationship has been terminated and we have had a reasonable time to act upon the notice.

MINORS' ACCOUNTS

Accounts established as Uniform Transfers to Minors Act ("UTMA"), Uniform Gifts to Minors Act ("UGMA"), or Missouri Transfers to Minors Law ("MTML") accounts shall be governed by applicable state law. The custodian of a UTMA, UGMA, or MTML account agrees to notify us in writing immediately upon the death of the minor or at the time the minor attains the age of maturity as provided in applicable state law. After notifying us of either of these events, the custodian's authority over the account continues only to the extent allowed by law. Before we receive such notice, we may honor any checks or drafts written on the account or any withdrawals from the account without incurring any liability to the minor or to any third party, and the custodian will be liable to us for any loss or expense we incur because of the failure to give us prompt notice.

An account that is shown on our records in the name of a minor "by" an adult who is not a custodian of the minor under the UTMA, UGMA or MTML, or the minor's trustee, court-appointed guardian or other legally appointed representative, is referred to as a "minor by" account and is subject to the following rules. Beneficial ownership of the funds deposited in the account is vested exclusively in the minor, and the adult is the minor's agent. Control of the account is vested in the adult whose name appears on our account records until the minor reaches 18 years of age; however, we may at our discretion act

on the instructions of either the minor or the adult with respect to the funds, and we shall have no obligation to notify the adult if we choose to act on the minor's instructions. If there is more than one adult named on our account records, each may act independently. We are not obligated to inquire about or investigate the application of the funds by the adult. We have no fiduciary responsibility to the minor or to the adult with respect to the account and no liability if the adult misappropriates funds in the account. If the adult (or if more than one adult on the account, the last of the adults to survive) dies before the minor reaches age 18, we may in our discretion (i) permit the naming of another adult on the account, (ii) transfer the funds to a duly appointed representative of the minor, transfer the funds to a UTMA account (or MTML account in Missouri) for the minor, (iv) pay the funds to the clerk of court to be held for the minor, or (v) otherwise transfer the funds as provided by applicable law.

In our sole discretion, we will open certain accounts in the name of a minor, or in the name of two or more individuals, one or more of whom is a minor, if the minor can provide government-issued identification in accordance with our standard account opening procedures. Any account opened by a minor in North Carolina is governed under the provisions of Section 53C-6-4 of the North Carolina General Statutes.

TRUST ACCOUNTS

If you have deposited money in your name as trustee under a written trust agreement or a will, you have created a fiduciary account and your responsibilities are those imposed by law and by the provisions of the trust agreement or will. If you die, we may not be able to release any funds until a successor trustee is appointed and all other technical legal requirements have been satisfied. We may require evidence satisfactory to us of the existence of the trust agreement or will, the identity of the trustee(s), and the authority of any trustee (or successor trustee) to act thereunder.

COURT ORDERED TRUST ACCOUNTS

Trust accounts established under court order (such as Coogan Trust Accounts) shall be governed by applicable law and established and held in accordance with directives from the court having jurisdiction over the account. We will require satisfactory evidence, in the form of original or certified copies of court orders, of authority to establish the account and to make any transfers, disbursements, or other withdrawals from the account. We may place a hold on the account, deny you access to the funds in the account, or take other actions with respect to the account, as directed by the court.

BUSINESS AND OTHER NON-PERSONAL ACCOUNTS

If the account is owned by a corporation, unincorporated association, trust, partnership, limited liability company, sole proprietorship, or other business or nonprofit entity, each person signing the signature card or any other account documents represents to us that the entity is validly and legally organized and existing and has authorized the opening of the account and that each person whose name is written or typed on the signature card and/or on a resolution is authorized and has complete authority to bind the entity in all transactions regarding the account. We are authorized to follow the directions of any person designated as having authority or any person who has apparent authority to act on the entity's behalf until we receive written notice that the authority has been terminated and we have had

a reasonable time to act upon that notice. You agree to furnish us all documents which we reasonably request to evidence authority to transact business with respect to the account. We may require that any resolutions affecting the account be on our standardized forms.

ACCOUNTS ACQUIRED FROM OTHER INSTITUTIONS

Over the years we have acquired deposit accounts from other financial institutions, including those of various savings and loans and savings banks. Many deposit accounts at savings and loans and savings banks were established pursuant to statutory provisions that parallel the banking statutes regulating multiple-party accounts. If we acquired your account from another financial institution, your account will be governed by the same statutes applicable to accounts opened at the Bank in the state where your account is maintained, as such statutes are amended from time to time. Your continued use of your account constitutes your acceptance of these modifications.

JOINT AND SEVERAL LIABILITY

Each owner or co-owner of your account is jointly and severally liable to us for all service charges and fees assessed against the account, all debts owed as a result of any overdrafts or lines of credit related to your account regardless of which owner or co-owner causes the overdraft or extension of credit (including all fees and finance charges), and all costs, losses, or liabilities of any kind arising out of or related to this Agreement or your account. Each owner is jointly and severally liable to us for the acts (whether authorized or not) of any co-owner, agent, or authorized signer in connection with your account.

PLEDGE OF ACCOUNT

The account owner, each account co-owner, and each authorized signer or agent has the right to pledge the account as security for the repayment of any debt (regardless of who is obligated to repay the debt) without the knowledge, consent, or joinder of any co-owner or any other person. Any such pledge shall survive the death of the person or persons who pledged the account and shall be binding on them and their respective heirs, personal representatives, successors and assigns and on all other persons who then have or thereafter acquire any interest in the account, including the account owner, any co-owner, beneficiary or POD payee, and their respective heirs, personal representatives, successors and assigns.

AUTHORITY OF AGENTS

The term "agent" as used in this Agreement includes, but is not limited to, the following:

- Each co-owner of an account. Each co-owner of a joint account appoints each other co-owner as his or her agent.
- Each authorized signer. Each person identified as an authorized signer on the signature card but not identified as an "owner" is an authorized signer/agent only and not an owner of the account.
- Any trustee designated as such in any trust account.
- Any agent designated as such in a personal agency or convenience account.

- Any person acting as an agent, guardian, conservator, personal representative, trustee, custodian, receiver or in some other fiduciary capacity with respect to an account.
- Any person designated as an agent by any account owner or co-owner.
- Any person acting as your attorney-in-fact under a power of attorney.
- Any person authorized to act with respect to an account by any resolution or other writing by any account owner or co-owner, including accounts owned by any business, organization, association and other entity.

Each agent, with respect to the account, is authorized to: (i) cash or negotiate in either the agent's name or the name of the account owner or co-owner(s) any item payable to any account owner or co-owner(s); (ii) deposit or endorse for deposit to the account of the account owner, any account co-owner, or the agent any item payable to any account owner or co-owner(s); withdraw funds from the account; (iv) sign checks, drafts, or negotiable orders of withdrawal and otherwise draw on the account; (v) stop payment on any item drawn on the account; (vi) draw upon any overdraft or other line of credit which may exist in connection with the account; (vii) pledge the account as security for the repayment of any debt (regardless of who is obligated to repay the debt); (viii) initiate wire transfers; (ix) authorize debits from and credits to the account; (x) obtain or revoke ATM cards and authorize and perform ATM transactions; (xi) obtain or revoke debit cards and authorize and perform debit card transactions; (xii) establish or discontinue online banking through our online banking services; (xiii) authorize and perform transactions through our Customer Care Center and/or through online banking; (xiv) link account to the online banking account of a related or unrelated individual or entity so the account is accessible for viewing and executing transactions by the individual owner or agents for the individual or for the entity holding the online banking account; (xv) authorize or revoke electronic fund transfers, including ACH transactions; (xvi) freeze or close the account; and (xvii) otherwise perform any other act relating to the account and transact any other business with respect to the account. We may rely upon any instructions we receive from your agent relating to your account. You will be responsible for all of the acts of your agent, even if your agent acts contrary to your specific instructions or your best interest or exceeds his or her authority. We are not responsible for your agent's breach of fiduciary duty or misapplication of funds from your account.

SIGNATURES

AUTHORITY

We are authorized to recognize and honor your signature, and the signature of any co-owner, authorized signer or other authorized agent, and of any person authorized in any resolution or other writing, in the transaction of any business relating to your account. We will not be liable for honoring a check, draft, order or instruction bearing the genuine signature of any of the foregoing parties even though signed in a manner different from the signature of that person contained in any signature card resolution, signature sample or other writing. If you make any changes to the signature authority on your account, you must give us reasonable time (at least two business days) to process your change. We will not be liable to you for refusing to honor checks or other signed instructions if we believe in good faith that the signature appearing on the check or instruction may not be genuine. If you give information about your account (such as our routing number and your account number) to a party

(including, for example, a party who is seeking to sell you goods or services), any debit to your account initiated by the party to whom you gave the information is deemed authorized even if you do not physically deliver a check to such party, and we will not be liable for honoring the debit.

FACSIMILE SIGNATURE

The use of any facsimile signature (by rubber stamp or other mechanical means) is solely for your convenience and benefit. You authorize us to pay items on your account which purport to bear a facsimile signature regardless of who placed the facsimile signature on the item or the circumstances surrounding the use of the facsimile signature, even if it was made by an unauthorized person or with a counterfeit facsimile device. We may also accept facsimile signatures as endorsements on items payable to you that are cashed or deposited to your account. You have full responsibility to maintain the security of a facsimile signature device.

MULTIPLE SIGNATURES

Many banking resolutions, signature cards and items contain language that requires two or more signatures for items drawn on the account. Notwithstanding any language in the resolution, signature card or on the item to the contrary, you agree that any such provision is solely for your personal or internal control purposes. As long as an item bears at least one authorized signature, we are not liable to you if we pay an item that does not have the required number of signatures. This provision is not applicable to the extent multiple signatures are required by law or regulation.

DEPOSITS TO YOUR ACCOUNT

ITEMS DEPOSITED

We may refuse to accept, accept for collection only, or return all or part of any deposit. Items we accept for deposit or collection are received by us for deposit and collection only. We act only as your collecting agent and assume no responsibility beyond the exercise of due care. Unless otherwise provided by your particular account disclosures, all items are provisionally credited to your account subject to final payment in cash or solvent funds or to revocation if the item is returned unpaid. We may disregard information on any item which we have taken for deposit or collection other than the identification of the payor bank, the amount shown in words in the space designated on the item for such information, endorsements, and any other information encoded into the MICR line pursuant to our usual procedures. We are not responsible for the default or negligence of correspondent banks, clearing houses or a Federal Reserve Bank, or for losses in transit. Special instructions for handling an item are effective only if made in writing and given to us along with the item in question. We are not responsible for deposits until we actually receive the deposits.

DEPOSIT SERVICES

We may offer you different methods for delivery of your deposits to us, including, for example, by in person presentment to a branch teller, deposit by mail, deposit into our night depository facilities, delivery over-the-counter for later processing, delivery by courier service, and by electronic

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transmission. Your use of any of these deposit services is subject to any specific agreement we may have for such service, and any such agreements, as they may be amended from time to time, are incorporated herein by reference.

If you use any of these deposit services, you agree that: (i) we are not responsible for deposits until we actually receive the deposits at one of our branches or other processing facilities, and our records shall be conclusive as to our receipt of the deposits; (ii) you will comply with any requirements with respect to the containers, envelopes, bags or other equipment you must use for the deposits, and accompanying documentation or information; upon our receipt of the deposit, we will process the deposit in our usual manner of processing bank deposits (please note that any deposit made in a night deposit bag and/or dropped into a night depository facility will be handled as a night deposit and be subject to our Night Depository Agreement); (iv) any stamped deposit slip or other receipt we provide you when a deposit is delivered serves only to acknowledge our receipt of the deposit, will reflect the amount shown on the deposit ticket prepared by you, and does not constitute a validation or verification of the actual amount of the deposit; (v) unless otherwise provided by your particular account disclosures, we will provisionally credit the deposit to your account on the date of receipt in accordance with our funds availability policy (in the case of deposits made through our night depository facilities, the day we remove the deposit from the depository is the date of receipt, and this date may be different from the date the deposit is left in the night depository facility); and (vi) all deposits are subject to verification, and corrections will be made in our sole discretion as provided elsewhere in this Agreement.

MOBILE DEPOSITS

You may deposit checks via your mobile device if you have a First Citizens Digital Banking account and have downloaded the First Citizens Mobile Banking app. Digital Banking is our online banking product designed for personal customers and business customers that do not need the more extensive online banking services offered through First Citizens' Business Online Banking (BOB) AdvantageTM. Deposits made through the Mobile Deposit service are governed by our Digital Banking Agreement, which is incorporated herein by reference. Such deposits are not subject to the terms of our Funds Availability Policy or the requirements of Regulation CC (Part C of this Agreement). Funds deposited through Mobile Deposit will generally be made available within three (3) business days of the day of deposit, although availability may be delayed further under certain circumstances. Funds deposited through Mobile Deposit on a business day before 9:00 p.m. Eastern time will be considered deposited on that day.

DEPOSITS OF GOVERNMENT PAYMENTS

If we are required to reimburse the government (state or federal) for all or any portion of any benefit or other payments deposited into your account for any reason, you agree that we may, without prior notice to you, deduct the amount returned to the government from your account or from any other account you have with us, unless the deduction is prohibited by law. If the funds in your account(s) are insufficient to reimburse us fully, each owner and co-owner is jointly and severally liable to us for the balance. We are not responsible for any payment that is credited or not credited to your account as a result of the error or negligence of the government.

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ELECTRONIC ITEMS AND SUBSTITUTE CHECKS

Unless we specifically agree, you may not deposit any substitute check (as that term is defined in the Federal Reserve Board's Regulation CC, 12 C.F.R. Part 229) that has not previously been handled by a bank in the U.S. collections process. If you do, you agree that you will (i) be subject to all warranties and indemnities as provided by applicable law; (ii) be responsible for any losses you, we or another person suffers related to the substitute check(s); and indemnify and hold us harmless from and against any losses, costs and expenses (including reasonable attorneys' fees) incurred or sustained by us arising out of or in any way related to any claim, suit, legal or administrative action or proceeding asserted against us relating to the substitute check(s).

We have the right, as your collection agent, to truncate (meaning to convert to electronic form) items that you deposit in paper form, and to process the items for payment and collection in electronic form or in the form of substitute checks at our discretion. You understand and agree that when we truncate an item, the original item is destroyed. With respect to items that you deposit that are returned to us by the paying bank, we may (i) accept the returned items in electronic form or as substitute checks; (ii) truncate items that are returned in paper form and re-present them as electronic items or substitute checks; and (iii) reconvert any returned item to a substitute check for purposes of returning the item to you. For example, if we charge back a truncated item to your account, we can reconvert the item to a paper substitute check, and you can use that substitute check as the legal equivalent of the original check to enforce your rights against the drawer and endorsers.

You agree that you will be subject to the provisions of this Agreement and all rules, warranties and indemnities provided in the Uniform Commercial Code and other state or federal law with respect to deposited checks and items, regardless of the form (electronic or paper) in which the deposited check or item is processed for payment and collection. Substitute checks are subject to the rules, warranties and indemnities set forth in the Federal Reserve Board's Regulation CC (12 C.F.R. Part 229). Please refer to the section of this Agreement entitled "Substitute Check Notice" for information concerning your rights with respect to substitute checks.

Unless we specifically agree, you may not deposit items with us electronically. The electronic deposit of items is subject to a separate written agreement between you and us. If we have agreed to accept deposits electronically from you, such deposits will be subject to the provisions of this Agreement except as specifically provided otherwise in your separate electronic deposit agreement.

IDENTIFICATION OF ACCOUNT

You are responsible for any loss or expense caused by your failure to properly identify the account to which a deposit is made or intended to be made.

ENDORSEMENTS

You are responsible for the proper endorsement of any item deposited to your account. You are also responsible for any improperly placed endorsement and any writing, printing, carbon band, or other material on any check or other item issued from or deposited to your account. You are also responsible for any loss or expense we may incur relating to the improper placement, insufficiency, or

illegibility of an endorsement as well as the condition of any check or item processed in connection with your account. We have the right, but not the obligation, to supply any missing endorsement. We may require that certain government checks, insurance company items or other special types of checks be personally endorsed by each of the payees in the presence of a Bank representative. You agree to reimburse us for any loss or expense we incur because you failed to endorse an item exactly as it is drawn. You agree that we will not be liable to you because an item you deposit in your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. You will be liable to us for any loss or expense, including reasonable attorneys' fees, we incur because we are unable to properly return an item drawn on your account within the time set by applicable law where the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.

VERIFICATION AND CORRECTIONS

When we accept deposits to your account and issue receipts, the deposits and receipts are subject to our subsequent verification and reconciliation. We may or may not make adjustments to correct the amount of your deposit in the event of a discrepancy between the amount shown on your deposit ticket and the actual deposit amount. You will be notified of any applicable adjustments through your periodic statement and/or by separate notice.

CHARGEBACKS: WAIVER OF NOTICE ON RETURNED ITEMS

Any item deposited to your account, or that we cash for you, that is not paid for any reason when presented to the party obligated to pay it will be charged back against your account without regard to whether the item was returned within any applicable deadlines. Service fees may apply. At our option and without notice to you that the item has been returned, we may resubmit any returned item for payment. You waive notice of non-payment, dishonor and protest regarding any items credited to or charged against your account. For example, if a check that we cashed for you or that you deposited in your account is dishonored and returned to us, we are not required to notify you of the dishonor. If an item that we cashed for you or that is deposited in your account has been paid by the bank on which it is drawn and the item is returned to us at any time, by electronic or other means, and notwithstanding the expiration of the drawee bank's midnight deadline, based on a claim that the item was altered, contains a forged, unauthorized or missing endorsement or an encoding error, or should not have been paid for any other reason, or based on any other problem which in our judgment justifies reversal of credit, we may deduct the amount of the item from your account or place a "hold" on your account for that amount until the claim is withdrawn or resolved in a manner that requires no liability to us. If you have insufficient funds in your account to cover an item returned for any of the reasons described above, we may exercise our right of setoff against any other deposit account you have with us.

FOREIGN CURRENCY

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We are not obligated to credit to your account an item payable in foreign currency or drawn on a bank outside the United States until we have received the proceeds in U.S. Dollars. If we do credit your account with such an item prior to receiving the proceeds in U.S. Dollars, the credit will be a provisional credit subject to adjustment based upon the final exchange rate and any applicable currency exchange fees or charges. As a result, you bear all exchange rate risk.

AVAILABILITY OF FUNDS

The availability of funds in your account is, to the extent applicable, subject to the Federal Reserve Board's Regulation CC and to our Funds Availability Policy as amended from time to time. You should refer to that policy, which is contained in a separate section of this Agreement, to determine the availability of funds deposited to your account.

WITHDRAWALS FROM YOUR ACCOUNT

CHECKS AND OTHER WITHDRAWALS

We may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. We may pay checks or other items drawn upon your account in any order we determine, including, but not limited to, paying higher amount items before lower amount items, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account or results in overdraft fees or charges. (See section of this Agreement entitled "Insufficient Funds/Overdrafts.")

ELECTRONIC ITEMS AND SUBSTITUTE CHECKS

With increasing frequency, banks that handle checks in the collection process are converting the checks to electronic form for processing ("electronic items") and destroying the original check. When that happens to a check you write, certain information from your check (for example, amount and bank routing number) and/or an image of your check is presented to us electronically, and we never receive the original paper check you wrote. In addition, banks in the collection process may reconvert your original check to a substitute check, which under federal law is the legal equivalent of the original check, and destroy your original check. The substitute check is presented to us for payment, and we never receive your original check. Also, some merchants and service providers may convert a check you write in payment for goods and services to electronic form, destroy the original check, and transmit the electronic entry to us through the ACH system (please refer to the section of this Agreement entitled "ACH Transactions" for more information).

In all of the above cases, we may debit your account for the electronic item, substitute check, or ACH debit entry created from your check, just as we would for the original check. We also may debit your account for other items that do not qualify under federal law as substitute checks, including electronic

information and image replacement documents, if they are legitimate replacements for properly drawn and authorized items. Please refer to the section of this Agreement entitled "Substitute Check Notice" for information regarding your rights with respect to substitute checks.

You agree not to use any checks that contain a background image that interferes with our or any other bank's ability to read information on your check electronically or to produce an electronic image of your check or a substitute check.

CHECKS CASHED BY NON-CUSTOMERS

If you issue a check drawn on us (including, for example, a payroll check) and a person who is not our customer seeks to cash it at one of our branches, you agree that, to the extent permitted by law, we may charge the non-customer a service fee as a condition of cashing the check. We charge this fee to help offset additional costs and risks we incur when the item is not deposited at another financial institution and presented to us for payment through the automated check collection system. We may charge the fee without prior notice to you and for items that are drawn on your account or that we have issued at your request. You also agree that (i) we may require the non-customer to provide additional identification and/or comply with any other security measures we may impose; and (ii) we will not be liable for wrongful dishonor for refusing to cash the check if the non-customer refuses to pay the fee or comply with our security measures.

CASHIER'S CHECKS

We may issue you (the remitter) a cashier's check made payable to a third party (the payee) at your direction in exchange for cash or a check written against guaranteed collected funds in your account. We reserve the right to charge a fee for any cashier's checks we issue. You are responsible for ensuring that the check arrives at its intended destination. Once a check is issued, you may not cancel it or put a stop payment on it. If the check becomes lost, stolen, destroyed, or is otherwise missing, we may replace the check according to the following procedures if permitted by applicable state law.

If you are the remitter (or payee) on a missing cashier's check that we issued and you make a claim with us for reimbursement of the amount of the check, you must complete and sign our declaration of loss form. If the missing check has not been paid, we will reimburse you on the date you make your claim, or 90 days from the issue date on the missing check, whichever is later. If the original check is paid prior to the 90-day period, we are not liable for reimbursing you for the missing check. If applicable state law does not provide for the 90-day waiting period described above, you must sign our declaration of loss form and indemnification agreement as described in the following paragraph. We may also require an indemnity bond.

If you are unwilling or unable to wait the required period of time, and depending on the circumstances, we may choose to reimburse you sooner; however, in addition to making a declaration of loss, you must also sign our indemnification agreement and you may be required to provide us with an indemnity bond in the amount of the missing check. Once you have provided the appropriate

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documentation and any required indemnity bond, and if the missing check has not been paid, we will reimburse you after a period of time that we deem appropriate considering the circumstances of the loss and in accordance with applicable state law.

If we determine that a cashier's check that you claim is missing from your possession has already been paid, and you allege that the endorsement on the check is fraudulent, you may still make a claim for reimbursement by executing an affidavit of forgery. If we paid the original check, we will conduct an internal investigation to determine if the endorsement was fraudulently made. If the check was paid or deposited by another bank, we will attempt to return the check to the bank that honored the check.

Our reimbursement obligations with respect to a cashier's check are subject to any defenses we may have under applicable law.

"STALE-DATED" ITEMS

We are under no obligation to pay a check which is presented more than six months after its date, but we may, in our discretion, do so. You agree that we are acting in good faith if we pay the check when there is no stop payment order in effect.

POST-DATED CHECKS

We will not be liable for paying a check before its date unless you give us prior notice that you have issued a post-dated check. We reserve the right to charge a fee for any post-dated check notice as permitted by applicable law. A post-dated check notice will remain in effect until the earlier of the check date or six months from the date we receive the notice. We may pay the check if it is presented for payment on or after the date of the check. A written notice concerning a post-dated check will be valid only upon receipt by us. Your notice must inform us of the exact amount and date of the item, the name of the payee and the number of the check and the account. We will not be responsible for paying a check before its date if the information you give us is not correct, you fail to give us any other reasonable information regarding the item or we do not have sufficient time to act upon your request. We are entitled to a reasonable period of time (not less than 24 hours) after you give us notice concerning a post-dated check to notify our employees. If we are requested not to pay a check before its date, you agree to be responsible for all losses, expenses and costs (including attorneys' fees) we incur as a result of our refusal to pay the check. We will not be responsible or liable if we pay the check contrary to your notification if payment occurs before we have had a reasonable time to act on your notification, if payment occurs as a result of inadvertence, accident or oversight, if the notification has expired, or if other items drawn by you are returned for insufficient funds because we paid the item. If we recredit your account after paying a post-dated check over a valid and timely notice, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in any legal action taken against that person.

INCOMPLETE AND CONDITIONAL ITEMS

We may pay or refuse to pay any item which is incomplete or where, by its terms, payment is conditional and the condition has not been satisfied. For example, we may pay or refuse to pay a check which says "Void after 30 days," even though the check is presented more than 30 days after its

date. We may disregard information on any item other than the signature of the drawer, the amount shown in words in the space designated on the item for such information, and any other information encoded into the MICR line pursuant to our usual procedures. For example, we may pay a check for the written amount of the check even if the front of the check in some other place says it cannot be cashed or negotiated unless the check amount is for a lesser stated amount.

WITHDRAWAL LIMITS ON INTEREST-BEARING ACCOUNTS

We are required by federal regulation to retain the right to ask for seven days' written notice from you before you withdraw funds from or close your savings account or Negotiable Order of Withdrawal ("NOW") account on which you can write checks. There are other withdrawal limits on savings accounts, which are included below:

Withdrawal limits on savings accounts - You or your agent may make unlimited in-person withdrawals or transfers from your savings account to another First Citizens Bank account at any First Citizens branch, or by mail, or through an ATM. You may also make unlimited withdrawals by telephone if the withdrawal is disbursed via check mailed to you. Federal regulations, however, limit (i) third party transactions (e.g., checks, drafts and debit card purchases); (ii) pre-authorized or automated transfers (including ACH and overdraft protection transfers); (iii) transfers made by personal computer (including online banking or bill payment services); and (iv) telephone transfers (including facsimile or data transmission) from your account to six per month.

When limitations apply, the day the check or other transaction clears your account (not the date the check was written or the transaction performed) will determine whether you have exceeded the permitted number of transactions. Items in excess of the legal limits are subject to an excess item fee as described in the Disclosure of Products and Fees, and we are required by law to close or change the account if you repeatedly exceed these limits. These limitations do not apply to pre-authorized transfers from your account to make loan payments to us.

GOOD FAITH DISBURSEMENTS

From time to time we may be presented with documents that purport to give an individual or entity the right to withdraw or receive funds from your account. You authorize us to disburse funds from your account upon the presentation of such documentation, provided we act in good faith.

DEATH OR INCOMPETENCE

Neither the death of an account owner nor a legal adjudication of incompetency revokes our authority to accept, pay or collect items until we know of the death or adjudication of incompetency and have a reasonable opportunity to act on that information. Even with knowledge, we may, for ten (10) days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account. Upon the death or incompetence of an account owner or co-owner, we may delay the disbursement of funds from the account until we receive such documentation as we may reasonably require or as is required by law.

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PAYMENT OF INTEREST ON SAVINGS AND INTEREST-BEARING CHECKING ACCOUNTS

All savings and interest-bearing checking accounts (whether demand deposit or NOW accounts) are variable rate accounts. The interest rate and annual percentage yields we pay on these accounts may change. At our discretion, we may change the interest rate on these accounts at any time without notice to you.

Interest begins to accrue on savings and interest-bearing checking accounts no later than the business day we receive credit for the deposit of noncash items such as checks. We use the daily balance method to calculate the interest on these accounts. This method applies a daily periodic rate to the "collected" balance in the account each day. The "collected" balance includes only those deposits for which we have received credit (i.e., collected funds). We compound and accrue interest daily and credit interest to these accounts on a monthly basis. We are not obligated to pay any interest on funds from a deposited item that is returned unpaid. If your account is closed before interest is credited, you will not receive the accrued interest (unless your account is a Holiday Savings Account).

For our commercial interest-bearing checking accounts, we may calculate interest on the daily collected balance less an amount that is based on the reserve requirements of the Federal Reserve for transaction accounts (presently 10%). Our Disclosure of Products and Fees identifies the types of accounts subject to this calculation.

TIME DEPOSIT ACCOUNTS (CDS, IRAS AND KEOGHS)

PAYMENT OF INTEREST

Our time deposit accounts include Certificates of Deposit (CDs), Variable Rate and Tiered Fixed Rate IRAs, and KEOGH accounts. Most have a fixed interest rate, which we pay until the maturity date unless the Bank determines that for regulatory or other reasons it is prudent and in the best interests of the Bank to close the account prior to maturity date, in which case we pay the fixed interest rate until the date the account is closed. If your account has a variable interest rate, we may change your interest rate and annual percentage yield at our discretion and without notice at any time. Please consult your Disclosure of Products and Fees to determine whether your time deposit account has a fixed or variable rate.

Interest begins to accrue on a time deposit account on the business day you deposit cash or noncash items (for example, checks). We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the "principal" and "accrued interest" in the account each day. The "principal" includes all deposits received and credited to your account, regardless of whether we have received credit for the deposit. The "accrued interest" in the account is interest that has been calculated on your account but not yet credited or paid. We are not obligated to pay any interest on funds from a deposited item that is returned unpaid. For all time deposit accounts except "Jumbo" CDs, interest is compounded and accrued daily. For most time deposit accounts, we will credit interest to your account on a monthly, quarterly, semi-annual or annual basis, as you may elect. CDs with terms less than one year can also receive interest at maturity. However, we only credit interest (i) on 7-31 Day CDs at maturity, and (ii) on Variable Rate and Tiered Fixed Rate IRAs and KEOGHs monthly. On CDs with terms greater than one year, you will receive interest at least annually. All Jumbo CDs (CDs of \$100,000 or more deposited by commercial customers or any public funds

CDs) earn simple interest which can be credited monthly, quarterly, semi-annually, annually, as you may elect, or at maturity for terms less than one year. Depending on the type of account you select, interest may be reinvested in your time deposit account, deposited into another account with us, deposited into an account with another financial institution by electronic transfer, or paid to you by check.

Note: Under the Consumer Financial Protection Bureau's Regulation DD, the federal government requires us to quote interest rates using the term "Annual Percentage Yield" ("APY"). APY is a uniform method of calculating interest for comparison purposes only and does not necessarily match the actual interest. APY reflects the total amount of interest that would be paid on an account, with compounding, over a 365-day period. Actual interest equals the APY only when the term of the time deposit is exactly one year (365 days) and no funds, including accrued interest, are removed from the account during the term. Actual interest on time deposit accounts with shorter than a one-year term, or on accounts where interest is periodically paid out or transferred to another account, will be less than the APY.

OID (ORIGINAL ISSUE DISCOUNT)

"Original issue discount" refers to CDs with terms greater than 12 months that receive interest at maturity. An average of the interest to be earned over the term of the CD is reported to the IRS yearly. This average does not necessarily correspond with the amount of accrued interest earned on the account. This amount must be claimed by the customer yearly and must be included in the customer's tax returns.

BOOK-ENTRY CDS

All of our certificate of deposit accounts (including existing accounts and those we acquire from other institutions) are non-negotiable, book-entry time deposit accounts which are only transferable on our books. Our records are the only evidence of the account. Any "certificate" or other writing you receive or have received serves only as a confirmation of the account relationship and is non-negotiable and non-transferable. If you received a "certificate" when you opened your account, we reserve the right to request the surrender of that "certificate" when you pledge, withdraw funds from or close your account.

The opening of a CD account is subject to our receipt of cash or collected funds for deposit into the account. A CD account is not opened or valid until we receive the initial deposit in cash or collected funds and all properly completed and signed documents that we require to open the account.

ADDITIONAL DEPOSITS

As a general rule, you may not make additional deposits after you open your account until the maturity date. There are exceptions to this general rule, such as 182-364 day CDs and all IRAs. Please consult your Disclosure of Products and Fees to determine whether additional deposits are permitted for your account.

RENEWAL

Your time deposit account will automatically renew for a like term at maturity. The new interest rate on your account will be the interest rate applicable at the time of renewal based upon the amount then on deposit.

For CD accounts other than Premier, balances at renewal below the minimum deposit required to open the account will not earn interest. Premier accounts that have fallen below \$5,000 at maturity will earn the applicable rate for a non-Premier CD of the same term, and will not earn interest if the balance has fallen below the minimum balance required for the account.

You will have a grace period after the maturity date of three calendar days (for time deposit accounts with terms of 31 days or less) or ten calendar days (for time deposit accounts with terms greater than 31 days) to withdraw funds without penalty. If you close your account during the grace period, you will not earn interest after the maturity date.

EARLY WITHDRAWAL LIMITATIONS AND PENALTIES

CDs - If you wish to withdraw principal from a CD prior to maturity, you may do so only with our consent. Additionally, you will be subject to a penalty except in certain situations. Regardless of the length of time the funds withdrawn have remained on deposit, the penalty imposed will be equal to the simple interest on the principal amount withdrawn for:

CD Terms and Interest Penalties

CD Term	Interest Penalty
7 days thru 90 days	Full CD term
91 days thru 1 year	3 months
Over 1 year	6 months

You will not incur an early withdrawal penalty in the following exception situations:

- For automatically renewing CDs, when sums are withdrawn at maturity or during the grace period following the maturity date.
- When any owner of the account has died or been judicially declared mentally incompetent.
- When federal or state law does not permit an early withdrawal penalty.

IRAs & Keoghs - You may not withdraw principal from an IRA or KEOGH time deposit account prior to the maturity date without our consent and without incurring a penalty. The penalty imposed will equal three months' simple interest on the amount withdrawn, regardless of the length of time the funds have remained on deposit. A penalty will not be assessed if the withdrawal occurs after you are disabled or declared mentally incompetent, for medical expenses or after your death. For Education Savings Accounts, a bank penalty will not be assessed if the withdrawal is for qualified higher education expenses. For additional information on the terms of your IRA, please refer to your IRA documents.

With any time deposit account, if an early withdrawal penalty exceeds interest accrued on your account, whether paid or unpaid, the penalty will be withheld from the principal sum of your account. The interest rate used to calculate your early withdrawal penalty will be the rate in effect for that time deposit account on the date of withdrawal.

SUBACCOUNTS FOR CHECKING ACCOUNTS

All interest-bearing checking accounts may be comprised of two subaccounts: an interest-bearing checking subaccount and an interest-bearing money market subaccount. The funds in both subaccounts earn interest at the same interest rate. Noninterest-bearing checking accounts are comprised of two subaccounts: a noninterest-bearing checking subaccount and a noninterest-bearing savings subaccount. Regardless of whether your checking account is interest-bearing or noninterest-bearing, your monthly statement will show your account as a single, integrated account. While we will maintain separate information on each subaccount for regulatory reporting purposes, all information reported to you will be consolidated. Each month we will allocate the balance in your checking account between the two subaccounts based on allocation formulas that we may change from time to time. All checks, withdrawals, debits and other charges against your account will be presented against the funds in your checking subaccount. If additional funds are needed to cover your transactions, we will automatically transfer without charge available funds in your money market or savings subaccount to your checking subaccount. Federal regulations limit pre-authorized transfers from your money market or savings subaccount to six transfers during a monthly statement period. Upon the sixth transfer from the money market or savings subaccount to the checking subaccount during a monthly statement period, the entire balance in the money market or savings subaccount will be transferred to the checking subaccount for the remainder of the statement period. At the beginning of the next statement period, funds in your account will again be allocated between the two subaccounts. If excess funds accumulate in the checking subaccount, we may automatically transfer the funds to the money market or savings subaccount. Internal transfers between the two subaccounts will have no practical impact on you. The combined collected balance in the two subaccounts will be available to pay items presented for payment.

STOP PAYMENT ORDERS

You may request us to stop payment on any check, draft, personal money order, negotiable order of withdrawal (NOW), or pre-authorized electronic fund transfer drawn on your account if the item has not been paid. If you want to stop payment on an item, you must act promptly to ensure that we receive your request before the item is paid. As a result of advances in the check collection process, including the electronic exchange of check information, your checks will be presented for payment against your account much more quickly than in the past, thereby reducing the time you have for requesting a stop payment order before a check is paid. We are not required to honor your request to stop payment of any certified, cashier's, or official bank check. We reserve the right to charge a fee for any stop payment order and for each renewal of a stop payment order. Your stop payment order will be effective: (i) for 6 months on checks; (ii) for 12 months on pre-authorized electronic fund transfer until notice is received from the account holder to revoke the stop payment order; or (iv) until payment

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of the item has been stopped, whichever occurs first. A stop payment order may be renewed any number of times by written notice to us at the address listed in the Bank Contacts section during the period while a previous stop payment order is in effect.

Because we process stop payment orders on our computer system, you must provide us with complete and accurate information sufficient for us to identify the stop payment item on our system. We will not be able to effect a stop payment order before the item is paid if the information you provide us is inaccurate or insufficient or if we do not have reasonable time (not less than 24 hours) to act upon your order. Also, we may not be able to honor your stop payment order if you create checks by computer or in any other manner that does not produce a MICR-encoded check number on the check. Under these circumstances, we will not be responsible or liable in any way if the order cannot be executed and the item is paid. If we are requested to stop payment on any item, you agree to be responsible for all losses, expenses and costs (including attorneys' fees) we incur as a result of our refusal to pay the item.

We will not be responsible or liable if we pay the item contrary to your stop payment order if payment occurs before we have had a reasonable time to act on your stop payment order, if payment occurs as a result of inadvertence, accident or oversight, if the stop payment order has expired, or if other items drawn by you are returned for insufficient funds because we paid the item. Also, we are not obligated to recredit your account if we pay an item over a stop payment order unless you are able to demonstrate that you would not have been obligated on the item had we stopped payment (for example, if you owed a valid debt to the payee of the item, or if the item was in the hands of a holder in due course, we are not obligated to recredit your account). You have the burden of proving the fact and amount of loss as a result of our paying the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to transfer to us all of your rights against the payee or other holder of the check and to assist us in any legal action taken against that person. If a co-owner of an account requests that we cancel a stop payment order given to us by another co-owner, we have the right, but not the obligation, to honor that cancellation request. Stop payment orders on payments initiated through our online banking services are governed by the applicable online banking agreement.

If the stop payment order occurred with respect to a substitute check on a consumer account, the expedited recredit rules described in the "Substitute Check Notice" included in this Agreement do not apply unless the original check was necessary to determine whether the substitute check was improperly charged to your account. You may not stop payment on a check that has been converted by a merchant at the point of sale to an ACH debit entry (an "electronic check conversion"). If you have a problem with an electronic check conversion, you must contact us within sixty (60) days after the date of the statement on which the transaction appeared in accordance with the rules set forth in our Regulation E Disclosures, "Your Liability for Unauthorized Transfers," set forth elsewhere in this Agreement. Please refer to the section entitled "ACH Transactions" in this Agreement for more information on electronic check conversions.

INSUFFICIENT FUNDS/OVERDRAFTS ("NSF ITEMS")

Our procedures for payment or return of NSF items, and your responsibilities for such items and related service fees, are explained below. We do not encourage routine or intentional overdrafts. We urge you to manage your account responsibly so as to avoid NSF items, the related service fees, and the potential negative consequences described below. If you have any questions about our procedures, please contact us using the information provided in the "Bank Contacts" section at the end of this Agreement.

DEFINITION OF NSF ITEMS

An "NSF item" is any item presented or transmitted for payment or debit against your account or used to withdraw or transfer funds from your account when the available balance in the account is not sufficient to cover the item. In determining the balance in your account, we will apply applicable provisions in the Federal Reserve Board's Regulation CC and our Funds Availability Policy, which is outlined later in this Agreement.

An NSF item can arise in any type of customer-initiated transaction, including, for example:

- a paper-based transaction (such as a check or withdrawal order),
- an electronic transaction (such as an ATM or debit card transaction, or a telephone or computer-initiated transaction), or
- a pre-authorized automatic debit (such as an ACH debit to pay a recurring bill).

An NSF item can arise in connection with any type of deposit account, including, for example, a checking, savings, or Money Market account.

If we pay your NSF item, rather than denying, rejecting or returning it unpaid, the item is "paid into overdraft." Your account is considered in "overdraft status" when it has a negative balance.

DETERMINATION OF NSF ITEMS

We determine whether or not your account contains sufficient funds to pay an item at any time between the time the transaction occurs or we receive the item and our return deadline. Only one determination of your account balance is required. If that determination reveals insufficient funds to pay the item, we are not required to honor the NSF item and may charge the related service fee. The amount of a deposit we consider for purposes of determining whether you have sufficient funds on the day of the deposit to cover withdrawals or pay items is limited to that portion of the deposit for which we provide same-day availability. If you have multiple NSF items on a particular day, we may honor one or more of them and return the others as we deem appropriate.

The order in which we receive, process, and post items can affect the total number of NSF items and related service fees. When we process items on a particular business day, we do so without regard to the order in which the transactions occurred. Therefore, we may not process and post items to your account in the same order in which you write checks and/or make withdrawals from your account. We reserve the right to process and post items in any order we determine. The order in which we post items is explained in detail below; however, we

generally post items in certain transaction types or categories (e.g., ATM and debit card transactions) first prior to posting items in other transaction types (e.g., checks), even if such posting results in (i) an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account, or (ii) a larger number of items subject to NSF or overdraft fees.

ORDER IN WHICH ITEMS POST

Items officially post during evening processing. Posting an item affects your "current balance." The current balance is the beginning-of-the-day balance after the prior evening's posting.

The "available balance" is the amount you have in your account at a particular time that is available for immediate withdrawals or to cover other debit items. The available balance represents the difference between the current balance and any activity that has not yet posted to the account (e.g., any "pending" deposits, checks, transfers and withdrawals). Pending items are those debits and credits we have received, but have not yet settled and posted.

We post items in the evening on each business day. Therefore, funds from deposits made after close of business on Friday may not be available to cover purchases you make by debit card over the weekend. Items post in order of their transaction type or category. The transaction types are listed below in the order in which they post. Items in the first numbered transaction type post first; items in the tenth numbered transaction type post last. Within its applicable transaction type, items with a serial number, such as checks and some ACH items, post in ascending serial number order; other items without a serial number post in low-to-high dollar amount order.

1. Internal credit transfers: credit transfers you make, either online, by ATM or by telephone, from one of your accounts at the Bank to another.
2. Priority debit transactions - with available funds: transactions you initiate with your ATM or debit card that are authorized by the Bank at the time of the transaction based on your account having available funds sufficient to cover the transaction.
3. Priority debit transactions - *without* available funds: transactions you initiate with your ATM or debit card that are authorized by the Bank at the time of the transaction even though your account does not have sufficient available funds to cover the transaction.
4. Deposits and other credits: your deposits and other credit transactions (such as ACH and wire credit transfers, teller-credited items, ATM deposits, and deposits via mobile device), and credit transfers made by the Bank (such as corrections and fee reversals).
5. Teller-cashed checks and charge-backs: teller-cashed checks are checks you write that the payee cashes with a teller; charge-backs are items you deposit to your account that are subsequently returned by the paying bank and "charged-back" to your account.
6. Debit transactions resulting from credit reversals made by the Bank.
7. Internal debit transfers: debit transfers you make, either online, by ATM or by telephone, from one of your accounts at the Bank to another.
8. All other debits: checks and other debits you initiate including ACH debits and debit card transactions that the Bank pre-authorizes for an amount not specific to your purchase. (These are sometimes called "pay-at-the-pump" transactions.)

9. Bank debits for fees, services and other account charges.
10. Cash Management sweeps (for select business accounts only).

FEES FOR NSF ITEMS

- Consumer/Personal Accounts: We charge a service fee for each NSF item greater than \$5.00 that is presented for payment against your account up to a maximum of four NSF items per day. A service fee may be charged each time an item is presented for payment against your account (up to four service fee charges per day).
- Business Accounts: We charge a service fee for each NSF item each time it is presented for payment against your account.

For convenience in identifying whether we paid or returned an NSF item, the service fee we charge is called an "overdraft fee" if we pay the NSF item into overdraft, and an "NSF fee" or "insufficient funds fee" if we reject or return the NSF item unpaid. The service fees we charge for NSF items are specified in our Disclosure of Products and Fees, as amended from time to time. You can obtain a current copy of our Disclosure of Products and Fees at any of our branches, on our website, or by calling FC Direct at the telephone number contained in the "Bank Contacts" section at the end of this Agreement.

You acknowledge and agree that, whether we pay an NSF item or reject it and return it unpaid, the service fee we charge for the NSF item is a service charge assessed in connection with the administration of your deposit account and is intended in part to discourage NSF items. You agree to pay the service fee specified in our Disclosure of Products and Fees whether we pay an NSF item or reject it and return it unpaid.

If your account is a consumer account, when you initiate transactions that cause you to incur an excessive number of NSF or overdraft fees within a rolling 12-month period, we will notify you in a message on your account statement and advise you to contact us about exploring less costly alternatives to managing your account.

Because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. All fees are charged during evening posting. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

PAYMENT OR RETURN OF NSF ITEMS

With respect to most types of items, such as checks, other transactions using your checking account number, pre-authorized automated debits, and bill payments, we determine, under our basic overdraft service, whether to pay or return an NSF item based on an automated and/or manual system of review. Except in cases where we are prohibited by law, we reserve the right in our absolute discretion and on a case-by-case and item-by-item basis either to pay or refuse to pay NSF items. We do not guarantee that we will pay all or any NSF items. We are not obligated to notify you prior to paying, refusing or returning an NSF item, and we may choose not to do so.

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However, for consumer accounts, if your NSF item arises from an ATM transaction or a one-time debit card transaction, we will not authorize or pay the item unless you or another joint accountholder affirmatively consent ("opt-in") to our basic overdraft service. Certain consumer accounts are ineligible for basic overdraft service and do not provide the customer the ability to opt-in. If your account is ineligible for basic overdraft service, NSF items presented against your account will be rejected and returned unpaid.

- If you do not opt-in, we will refuse all ATM and one-time debit card transactions you initiate when your account has insufficient funds to cover the item.
- If you opt-in, we will treat your ATM and one-time debit card transactions like all other types of items and will pay or deny the item in our absolute discretion based on our system of review and your account type.

If your account is a business account, there is no requirement that you "opt-in" prior to the Bank making the determination to pay an ATM or one-time debit card transaction presenting against insufficient funds.

If we pay an NSF item, the amount of the item and any related overdraft fee will be charged against your account. As a result, your balance will be overdrawn and insufficient to pay subsequent items that would possibly have paid had we not paid the NSF item, and additional fees may result as described above.

Our payment of an NSF item that results in an overdraft on one or more occasions does not obligate us to allow overdrafts on any future occasion. Each NSF situation will be addressed on a case-by-case and item-by-item basis. We may deny an item or refuse to pay it into overdraft or discontinue doing so for any reason at any time.

When we pay an NSF item into overdraft, we do so under the basic overdraft service we offer to our customers. If you do NOT want us to pay any NSF items, you must notify us by calling FC DIRECT using the telephone number provided in the "Bank Contacts" section at the end of this Agreement. If you notify us not to pay any NSF items, we will deny, reject and/or return all NSF items. We will, however, charge your account an NSF fee for rejected and returned items as specified in our Disclosure of Products and Fees.

YOUR RESPONSIBILITIES

It is your responsibility to monitor your account to ensure that you always have sufficient funds on deposit to cover items and other charges and to avoid incurring fees for NSF activity. By maintaining accurate records of your deposits and withdrawals, you are in the best position to ensure that your account has sufficient funds to cover each item presented for payment against your account. **As a result of advances in the check collection process, including the exchange of check information in electronic form, your checks will be presented for payment against your account much more quickly than in the past, making responsible account management on your part even more important.**

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If your account is overdrawn due to NSF items, related service fees or for any other reason, you agree to pay the amount of the overdraft immediately. You also agree to reimburse us for any costs we incur in collecting the amount of any overdraft and all NSF and overdraft fees from you, including, without limitation, reasonable attorneys' fees and the costs of litigation. As to any account with multiple owners, each owner agrees that all of the owners are jointly and severally liable for all overdrafts and all NSF and overdraft fees. Each owner also agrees that we may debit funds from any other account held by such owner to repay overdrafts and any service fees related to overdraft activity. If you fail to repay any amounts owed in connection with your account, we may report you to one or more credit bureaus or check reporting agencies and take such actions as permitted by law to collect the amounts owed.

PREMIUM OVERDRAFT SERVICE

If you anticipate that NSF items may be presented against your checking account on a routine or frequent basis, you may wish to consider requesting our premium overdraft service, thereby linking your checking account to your savings account and/or to a line of credit (provided we offer a line of credit for the type of account you have and you and/or a co-owner on your checking account qualify(ies) for the line of credit). If you and/or your co-owner elect to link both a savings account and line of credit ("source accounts") to your checking account for overdraft protection purposes, you may select the order in which your source accounts are accessed for overdraft protection. We will exhaust the first source account entirely before accessing the second source account. Unless you instruct us otherwise, we will first access a linked line of credit to pay an NSF item before accessing a linked savings account. Only the borrower(s) on the line of credit is/are liable for paying any line of credit balance.

If you elect our premium overdraft service, you will not be charged an NSF or overdraft fee unless payment of the item would cause you to exceed your credit limit on your line of credit and/or the amount in your savings account. However, as provided in our Disclosure of Products and Fees, we will charge your checking account a flat fee (an overdraft protection transfer fee) each day an overdraft protection transfer to your checking account occurs, regardless of the source account.

Overdraft protection transfers from your savings account are subject to federal regulation which limits the number of pre-authorized transfers from your account. These limitations are provided in the section of the Agreement entitled "Withdrawal Limits on Interest-Bearing Accounts." Overdraft protection transfers from your line of credit are subject to the terms of the line of credit agreement.

FEES AND SERVICE CHARGES

You are responsible for all fees and service charges ("fees and charges") arising from your account according to our Disclosure of Products and Fees in effect at the time the fees and charges are incurred or the services rendered. Any fees and charges assessed against your account will be disclosed on your periodic statement. You agree that you will promptly examine your statements and report any incorrectly assessed fees and charges to us. Notwithstanding any provision of law to the

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contrary, you agree that we will not be required to credit you for an improperly assessed fee or charge if you do not notify us of the improper fee or charge within thirty (30) calendar days following the date that the earliest statement or notice describing the fee or charge was made available to you.

We are authorized to collect our various fees and charges (i) by debiting your account (even if the debit results in an overdraft), (ii) by deducting our fee for handling incoming and outgoing wire transfers from the amount transferred, by demanding payment from you directly, and (iv) by exercising our right of setoff. If your account is a business account, we may charge interest on uncollected funds at the interest rate established by us from time to time. You agree that we may take any of the foregoing actions to collect fees and charges you owe regardless of the source of the funds in your account and whether such funds may be exempt from any legal or equitable process (including, for example, funds from any type of public benefits such as social security, supplemental security income, or veterans' benefits), as permitted by law. We will not be responsible or liable for dishonoring items presented against your account when the payment of our fees and charges results in insufficient funds in your account to cover the items presented.

We are required to pay assessed premiums to the Federal Deposit Insurance Corporation (FDIC) for insurance coverage of depositors' accounts. We reserve the right, to the extent permitted by law, to impose a fee, which goes towards covering the amounts we must pay in FDIC premiums, on all or any of the various types of accounts we offer, provided we charge the fee in a consistent manner. The amount of this fee, if we choose to impose it, will be subject to change based upon the cost of our FDIC insurance. The fee, called a "Deposit Protection Fee," will be set forth in our Disclosure of Products and Fees.

SECURITY INTEREST

You hereby grant us a continuing security interest in all deposit accounts held by us, with respect to any funds in the account(s) of which you or you and one or more co-owners are beneficial owner(s), to secure the payment of any debt or performance of any obligation owed to us by you or any co-owner of the account. This means that we have the rights of a secured party with a perfected security interest in your accounts and may exercise those rights to take and apply any funds in your accounts to the payment of any debt or enforcement of any obligation as provided in Article 9 of the Uniform Commercial Code in effect in the state in which your accounts are held.

SETOFF/RIGHT TO FREEZE ACCOUNT

We reserve the right of setoff against your account as permitted by applicable law and/or under this Agreement without prior notice to you to repay any debt or obligation owed to us by you or any co-owner of your account. This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you or any co-owner of the account owe us. We are authorized to charge such indebtedness against your account without regard to the origin of the deposits to the account or the beneficial entitlement to monies deposited, unless applicable law provides otherwise.

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If your account is an individual account, our setoff right may be exercised to repay your debts, whether they are owed by you individually or jointly with others. To the extent permitted by applicable state law, all of the funds in a joint account may be used to repay the debts of any co-owner, whether they are owed individually by a co-owner, jointly with other co-owners, or jointly with other persons or entities having no interest in your account. If your account is a partnership account, each partner agrees that we may exercise our right of setoff against the partnership account to satisfy not only the obligations of the partnership, but also the individual obligations of any partner. Debts subject to our right of setoff include those owed by you from another joint account in which you are a co-owner even though the debt may not have been directly incurred by you, as well as debts for which you are only secondarily liable. Our right of setoff also applies when we cash a third party check for you over the counter which is returned to us unpaid for any reason, provided we return the unpaid check to you.

We may exercise our right of setoff even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. We will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff results in insufficient funds in your account to cover the items. Our right of setoff may be exercised before or after the death of an account holder.

Certain government benefits (for example, social security, supplemental security income, veterans' and other types of government benefits) are protected by law from legal process and your creditors' claims. To the extent funds deposited to any account that is subject to our right of setoff are entitled to any exemption from execution, levy, attachment, garnishment, seizure, setoff or other legal or equitable process (including, but not limited to, any social security, supplemental security income, veterans or other federal or state benefits), then to the maximum extent permitted by law you affirmatively waive such exemption and consent to our exercise of our right of setoff against such funds. This means, for example, that we may use such funds in your account to pay overdrafts, account service fees and charges and other amounts you (or any other account owner) owe us.

We also have the right to "freeze" or place a "hold" on your account (i.e., not permit any withdrawal) and/or to prevent any deposits from being made to your account, for a reasonable period of time, when (i) we have the right of setoff, (ii) there are claims or disputes concerning your account, or we in good faith believe we either have a claim against you or the funds in your account, or something has occurred or is reasonably expected to occur that may result in our having a claim against you or the funds in your account. This paragraph shall not be enforced in violation of applicable law.

If we charge off your account and close it due to your failure to pay off a negative balance, then to the extent permissible by law we have the right as necessary to apply any subsequent deposits or credits (electronic or otherwise) related to your account as setoff against your charged off amount and, if applicable, mail any funds remaining to you at your address of record in the form of a cashier's check.

ACH TRANSACTIONS

Automated Clearing House (ACH) entries are electronic fund transfers (debits or credits) to your account that are transmitted through the ACH system ("ACH entry" or "ACH entries"). We reserve the right to refuse to allow any ACH entry into or out of your account. All ACH entries are subject to our

Agreement and Disclosure for Electronic Fund Transfer Services (Section D of this Agreement), as applicable, and the Operating Rules and Guidelines of the National Automated Clearing House Association (the "NACHA Rules"). As the originator or receiver of an ACH entry, you are bound by the NACHA Rules. If you are an originator of ACH entries you are also bound by the terms of our ACH Agreement. ACH entries to or from consumer accounts are subject to the Consumer Financial Protection Bureau's Regulation E. Regulation E disclosures are contained in our Agreement and Disclosure for Electronic Fund Transfer Services (Section D of this Agreement).

NOTICE

We will notify you of the receipt of any ACH entry to your account in the periodic statements provided to you for your account. We will not (and will not be obligated to) give you next-day notice or any other notice. We are not obligated to (and will not) verify with you whether an ACH debit entry to your account was authorized by you prior to the occurrence of the debit.

PAYMENT

You agree that payment for ACH entries may be solely by reference to the account number of the recipient and that we are not obligated to determine whether any discrepancy exists between the account number and the name of the recipient as shown on the ACH entry information. Any credit we give you with respect to an ACH credit entry is provisional until we receive final payment. If we do not receive final payment, you agree that we are entitled to reverse the credit to your account or that you will otherwise reimburse us immediately upon demand if funds in your account are not sufficient.

REGULATIONS CONCERNING INTERNATIONAL ACH TRANSACTIONS

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions, based on U.S. foreign policy and national security goals, against targeted foreign countries and certain entities such as terrorists and narcotics traffickers. We must comply with OFAC's regulations, which require us to screen all International ACH Transactions ("IATs") against a list of sanctioned countries and entities. If we identify an IAT, transmitted either to or from your account, for further investigation, (i) the settlement of such transaction may be delayed, (ii) the transaction may be rejected, and/or the transaction may be blocked, at which time we would be required to place an indefinite hold on the funds. In the event an IAT is rejected or blocked, we will provide you with notice. You agree not to use the ACH system to process transactions in violation of (i) sanctions imposed by OFAC, (ii) federal rules implementing and enforcing the Unlawful Internet Gambling Enforcement Act, or other federal laws. You acknowledge that if we detect and identify any illicit, restricted or prohibited ACH transactions to or from your account, the transactions may be blocked or rejected, the originators or receivers of such transactions may be subject to penalties, and your account(s) may be closed.

REPORTING IMPROPER AND INELIGIBLE ENTRIES

If you believe we have credited an ACH entry to your account, in error, you agree to notify us promptly (within 60 days) or you may not get any money back and we will be discharged of any liability to you. For certain types of ACH entries to business accounts, you may only have **24 hours** to report the

entry if it is an "improper entry." All customers have up to 60 days to report "ineligible entries." Improper entries are described immediately below; ineligible entries are described in the Electronic Check Conversion and Ineligible Entries section below.

IMPROPER ENTRIES

"Improper entries" generally refer to unauthorized entries; i.e., entries initiated without the actual authority of, and which do not benefit, the receiver.

- If your account is a consumer account, ACH entries to and from your account are governed by federal Regulation E. Please refer to the "Regulation E Disclosures" in our Agreement and Disclosure for Electronic Fund Transfer Services (Part D this Agreement) for your rights and obligations with respect to improper/unauthorized entries, which are referred to in Regulation E as "ACH errors."
- ACH entries to non-consumer accounts are not governed by Regulation E and are therefore governed primarily by the NACHA Rules. Under the NACHA Rules, we have the ability to return improper/unauthorized non-consumer entries sent to business and other non-consumer accounts within 24 hours of receipt. Therefore, if your account is a non-consumer account and you notice an ACH error, you must notify us of the error by **6:00 p.m. Eastern time of the next business day** following receipt of the entry or we may not be able to return the entry to the originating financial institution. We will not be liable if we are unable to return any improper entry that you report to us after this time.

ELECTRONIC CHECK CONVERSION AND INELIGIBLE ENTRIES

Sometimes, when you write a check to buy something at a store or to pay a bill, the merchant or service provider (the "merchant") may use your check as a source document to initiate an ACH debit entry for the amount of the check rather than send the check itself through the banking system for payment. This procedure is called "electronic check conversion." Electronic check conversions through the ACH system may be debited to consumer accounts and to certain business accounts that are eligible for check conversion (i.e., those that do not contain an auxiliary on-us field in the MICR line of their checks).

If your paper check is converted, it will not be processed as a check. Instead, (i) the check will be processed through the ACH system as an ACH debit entry, (ii) the check amount will be debited from your account as an ACH debit entry, and we will not receive the check you wrote. Checks containing an auxiliary on-us field in the MICR line that are electronically converted and debited to business accounts are considered ineligible entries. Checks over \$25,000 that are electronically converted and debited to any account, whether business or consumer, are also considered ineligible entries. All consumer and non-consumer accounts have the same 60-day right of return for ineligible entries.

You should receive a notice from the merchant who plans to use your check for electronic check conversion (we are not liable if the merchant fails to give you the required notice). For example, if you are at a store, you may see the notice on a sign, or you may be asked to sign a written notice. If you mail a check to pay a bill, you may see the notice on the bill itself. If you write a check at a store, your

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check may be stamped "void" and handed back to you with a receipt. If you mail a check, for example, to pay a utility bill, the utility company will keep a copy of your check but will destroy the original and your check will not be returned to you. The amount of an electronic check conversion will be described on your account statement by the amount and serial number of your check and shown as a debit to your account, but because the merchant kept the check or returned it to you, you will not receive the check (or any image of it) with your statement. Like any other ACH entry, electronic check conversions are governed by the NACHA Rules and in addition by Regulation E (for consumer accounts) and not by the rules for normal check transactions. Regardless of whether your account is a consumer or non-consumer account, if you want to opt out of electronic check conversion you must contact the merchant initiating the transaction.

A merchant also may convert your check to an ACH debit entry if the original check you wrote was returned to the merchant due to insufficient funds in your account and the merchant wants to re-present the check for payment. Under the NACHA Rules, this procedure applies only to checks written on consumer accounts. The merchant should give you a notice (before accepting your check) that your check may be collected electronically if it is returned (we are not liable if the merchant fails to give you the required notice). If there are sufficient funds in your account to pay the ACH debit entry created by the merchant to re-present your check, your account will be debited for the amount of the entry. The debit will be described on your account statement by the amount and serial number of your check and shown as a debit to your account, but because we did not receive the check, the check (or any image of it) will not be included with your statement. When a merchant re-presents a check electronically, the transaction is not covered by the Consumer Financial Protection Bureau's Regulation E even if the deposit account is a consumer account. However, if the merchant charges you a fee as a result of the returned check and you authorize the merchant to electronically debit the fee from your consumer account, that transfer is covered by Regulation E and the Regulation E Disclosures set forth elsewhere in this Agreement.

WIRE TRANSFERS

We accept wire transfers to your account (credits) and offer wire transfer services enabling you to send wire transfers from your account (debits); however, we reserve the right to refuse to allow wire transfers into or out of your account for any reason. Wire transfers are subject to applicable state and federal laws and regulations (including, for example, Article 4A of the Uniform Commercial Code) and any rules in effect at the time of the transfer governing the use of any system through which the funds may be transmitted, including, for example, Federal Reserve Board Regulation J (in the case of a Fedwire transfer), SWIFT and the Clearing House Interbank Payments System (CHIPS). In addition, consumer international wire transfers are governed by federal Regulation E, which carries out the purposes of the Electronic Fund Transfer Act. You are also bound by our Funds Transfer Authorization and Agreement, as amended from time to time, the terms of which are incorporated into this Agreement by reference. You agree that you are responsible for reviewing a current copy of our Funds Transfer Authorization and Agreement before you initiate any wire transfer. You may obtain a copy of our Funds Transfer Authorization and Agreement at one of our branches or through FC DIRECT (see our "Bank Contacts" section – Part F for telephone contact information).

We will notify you of the receipt of a wire transfer into or out of your account in the periodic statements provided to you for your account. We will not (and will not be obligated to) give you next-day notice or any other notice of a wire transfer. If you believe we have failed to credit a transfer to you properly, or that a wire transfer has been made from your account in error or without your authority, you agree to notify us promptly. You are responsible for verifying with us our receipt of any wire transfer instructions you give us.

You acknowledge that we will transfer your funds in accordance with your transfer instructions, and that as long as we follow your wire transfer instructions we are not liable if your funds are ultimately sent to an unintended recipient/beneficiary. Furthermore, you acknowledge that we are not obligated to determine whether any discrepancy exists between the account number and the name of the recipient as shown on the transfer information you provide to us, and you agree that payment for wire transfers may be solely by reference to the account number of the recipient. If your wire transfer instructions are incorrect resulting in your funds being transferred to an unintended recipient, we will attempt to assist you in getting the wire transfer recalled or otherwise getting the funds returned to you; however, **we are not responsible or liable** if the beneficiary bank delays in returning the funds or declines to return the funds at all. We advise you to verify the source of all wire transfer instructions before you transmit these instructions to us.

Any credit we give you with respect to a wire transfer is provisional until we receive final payment. If we do not receive final payment, you agree that we are entitled to reverse the credit to your account or that you will otherwise reimburse us immediately upon demand if funds in your account are not sufficient.

If you are entitled to compensation for any delay or improper completion of a wire transfer as a result of our error as defined in our Funds Transfer Authorization and Agreement, our liability will be limited to the payment of interest for a period not exceeding the lesser of 60 days or the period between the date of the error and the date of the correction. We will not be responsible under any circumstances for any consequential, incidental or actual damages (except for interest as provided above) in the event of any such delay or improper completion. You agree to notify us immediately upon learning of any unauthorized wire transfer or any other discrepancy from your transfer instructions. We will be discharged from any loss or liability to the extent caused by your delay in giving us such notification.

Without regard to care or lack of care on our part or your part, if you have failed to discover and report to us any unauthorized transfer or any other discrepancy with respect to a transfer instruction within 14 calendar days from the date we first notify you of the transfer (whether by debit advice, periodic statement or otherwise), you will be precluded from asserting against us the unauthorized transfer or other discrepancy or from claiming interest. You acknowledge that this 14-day period constitutes a reasonable period of time for notification of an unauthorized transfer or other discrepancy.

You agree not to use the wire transfer system to process transactions in violation of (i) sanctions imposed by OFAC, (ii) federal rules implementing and enforcing the Unlawful Internet Gambling Enforcement Act, or other federal laws. Illicit, restricted or prohibited transactions that we detect and identify may be blocked or rejected, the senders or beneficiaries of such transactions may be subject to penalties, and your account(s) may be closed.

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ELECTRONIC FUND TRANSFER SERVICES

To the extent applicable, electronic fund transfer services are governed by our Agreement and Disclosure for Electronic Fund Transfer Services (Section D of this Agreement) and the Consumer Financial Protection Bureau's Regulation E. For purposes of Section D, the term "electronic fund transfer services" includes transactions initiated by ATM cards and Visa[®] Debit cards and transactions initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of authorizing us to debit or credit your account. Transactions you initiate through one of our online banking services, including mobile deposits, are governed by First Citizens' online banking agreements (Business Online Banking (BOB) Advantage and Digital Banking). You should refer to the appropriate agreement and disclosure for details concerning your rights and obligations in relation to electronic fund transfer services. The agreements and disclosures, as amended from time to time, are incorporated into this Agreement by reference.

MISCELLANEOUS

POWERS OF ATTORNEY

We may at our discretion decline to recognize or honor any power of attorney with respect to your account to the extent permitted by applicable law. We may also require your attorney-in-fact to execute an affidavit attesting to the validity of the power of attorney document and the attorney-in-fact's authority to act under it. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive and have a reasonable opportunity to act upon notice of your death or written notice of the revocation or termination of the power of attorney. On a case-by-case basis and to the extent permitted by applicable law, we reserve the right to restrict the nature or size of the transactions we will allow your attorney-in-fact to conduct on your behalf.

TRANSFER OR ASSIGNMENT OF YOUR ACCOUNT/LEGAL PROCESS AGAINST ACCOUNT

Your account is solely for the use of the owner(s) of the account. We will not recognize the validity of any assignment of your account or transfer of funds in your account unless we give our prior consent and such consent as well as the assignment or transfer is entered in our records. We reserve the right to ignore or reject any attempted pledge, assignment, or purported security interest in any account. Any pledge, assignment, or security interest we permit will remain subject to our prior right of setoff.

If legal action such as a levy, attachment, execution, garnishment, etc. is brought against your account, we may refuse to pay out any money from your account until the dispute is resolved. If your account is attached, executed upon, garnished or otherwise subject to levy, we will not be liable to you for any sums we pay because of such attachment, execution, garnishment or other levy, even if paying the money from your account leaves insufficient funds to pay checks you have written or other items presented for payment against your account. If we incur any expense, including attorneys' fees in responding to an attachment, execution, garnishment or other levy that is not otherwise reimbursed, we may charge such expense to your account without prior notice to you. If there are insufficient funds in your account to reimburse us fully, you will be liable for the balance. Any attachment, execution, garnishment or other levy against your account is subject to our right of setoff as permitted by

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applicable law. Your accounts may be subject to attachment, execution, garnishment or other levy in any state in which we do business, regardless of where you reside or where your accounts were opened or are maintained.

Although social security, supplemental security income, veterans' and other types of public benefits are protected by law from legal process and the claims of your creditors, it is your responsibility (and not ours) to raise the protected status of funds on deposit as a defense. We are under no duty to contest on your behalf any execution, levy, attachment, garnishment, seizure or other legal or equitable process asserted against you or your account and may take such action to comply with any such process as we determine to be appropriate in the circumstances, without regard to whether the funds on deposit are protected and without liability to you.

CLAIMS AND DISPUTES CONCERNING YOUR ACCOUNT

If we reasonably believe there is a legitimate dispute among any parties who have or claim an interest in your account, we may, at our discretion, (i) continue to rely on the signature cards, resolutions, and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; pay the funds into an appropriate court of law or equity for resolution; or (iv) close the account and pay any proceeds to (a) all who have or claim an interest in the account, or (b) the account owner(s) as indicated in our records. In addition, we may, at our option, commence a lawsuit or other legal proceeding to determine the ownership of your account.

COSTS AND ATTORNEYS' FEES

You agree to reimburse us for costs and expenses (including attorneys' fees) we incur in any action concerning your account if (i) we are the prevailing party, or (ii) the purpose of the action is to determine the ownership of the account or to resolve disputes regarding the account. We may charge any of your accounts for such costs and expenses without prior notice to you. Your liability will be joint and several.

ZERO-BALANCE, INACTIVE, AND ABANDONED/UNCLAIMED ACCOUNTS

Zero-Balance Accounts

We will automatically close your checking and savings account if it goes to a zero balance and remains in zero-balance status at the close of the following monthly statement cycle.

Inactive Accounts

Checking and Savings Accounts: If your account maintains a balance, but you do not make any deposits to or withdrawals from your account for a period of one year (12 consecutive months), we will automatically change the status of your account to "inactive" for purposes of determining when your property is deemed abandoned. When your account changes to inactive status, we will stop sending you monthly statements and will only send statements semi-annually; however, any undelivered statements will be available to you at any time upon your request, and you agree that your statements have been "made available" to you under this procedure for purposes of your obligation to review your

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statements in a timely manner and report any irregularities to us. If any deposits or withdrawals are made after your account has been placed in inactive status, your account will be changed back to active status. Statements will resume and will include images of your checks.

Time Deposit Accounts: If there is no customer-initiated activity on your CD account, it will be considered inactive for purposes of determining whether the property is deemed abandoned from the first maturity date. If your account is a traditional IRA account, the time period after which your account is considered inactive begins after you reach the age of 70^{1/2} and varies in length by state law. Roth IRAs are never considered inactive. If your account is a Coverdell Education Savings Account, the time period after which your account is considered inactive begins after you reach the age of 30 and varies in length by state law.

Abandoned/Unclaimed Accounts

The time period after which inactive accounts are deemed "abandoned" or "unclaimed" varies in length by applicable state law. If an account qualifies as abandoned property and you have failed to respond to any notices we send you, we are required by law to pay the amounts on deposit to the appropriate state.

To the extent permitted by state law, inactive and abandoned accounts will continue to be subject to account service charges according to our Disclosure of Products and Fees.

REVIEW OF STATEMENTS AND ACCOUNT NOTICES; COPIES OF ITEMS

Depending on the type of account you have, and/or how you elect to receive your statements, we will mail or otherwise make available to you your account statements and images of your canceled checks and other items. When used herein, the term "statement" includes the statement and any items included with and/or described in the statement. We also may mail or otherwise make available to you from time to time notices regarding your account or activity on your account ("notices").

If we mail statements or notices, we will mail them to your address as shown on our records. You are responsible for ensuring that our records reflect your correct mailing address. If we (i) hold your statement because your account has been placed in "inactive" or "undeliverable statement" status as described elsewhere in this Agreement, or (ii) hold your items as required by the particular account type you have, you agree that the statements and items described in the statements have been made available to you on the date the statement or notice is prepared. You agree that you will not be allowed to claim as an excuse for not promptly reviewing a statement or notice that (i) you did not receive the statement or notice under one of the circumstances described in the previous sentence, (ii) the statement or notice was intercepted or concealed by another person, you no longer resided or received mail at the address we had for you in our account records, or (iv) any other similar reason.

You agree that you are in the best position to detect any error or discrepancy relating to activity on your account, including, for example, an item that reflects an incorrect or incomplete deposit and/or item that contains an unauthorized signature, lacks a required signature, contains a forged endorsement, lacks a required endorsement, constitutes an unauthorized withdrawal, is altered, or is

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otherwise irregular (collectively, an "irregular item"). You agree that you will promptly and carefully examine your statements and any notices. A statement or notice will be deemed correct unless you notify us of an irregular item promptly after the statement or notice is made available to you. Notwithstanding any provision of law to the contrary, you agree that we will not be liable for an irregular item if: (i) you did not exercise reasonable promptness or care in examining the statement or notice, or (ii) you do not report the irregular item to us within thirty (30) calendar days following the date the earliest statement or notice describing the irregular item or the irregular item itself was mailed or otherwise made available to you, or (iii) the irregular item was forged or altered such that an unauthorized signature, an unauthorized endorsement, an alteration, or any other such irregularity could not be detected by a reasonable person. In addition, you agree that if we are not liable for paying an irregular item by reason of the application of the preceding sentence, we will not be liable for paying any other irregular item that contains an unauthorized signature or alteration or was initiated or created by the same wrongdoer, whether in connection with the same account or other accounts.

If an item is presented for payment against your account in paper form, we convert the item to an electronic image. Other items are presented to us for payment already in electronic form (as in the case of an electronic check conversion). Regardless of how the item is presented to us (in paper or electronic form), we will store and retain the electronic information on the item for as long as the law requires. We also retain copies of your statement for the time period required by law. You may obtain a copy of a statement or an item for a charge per copy as permitted by applicable law and as set forth in our Disclosure of Products and Fees.

PROCESSING OF ITEMS – THIRD-PARTY PROCESSING; AUTOMATED PROCESSING

You recognize and acknowledge that we have adopted industry-standard automated collection and payment procedures, and may use third-party processors to perform these procedures, so that we can process the greatest volume of items at the lowest possible cost to all customers. You authorize and approve our use of such procedures and of agents to handle our processing. The automated procedures rely primarily on information encoded into each item in magnetic ink. In recognition of this fact, you agree that in paying an item or taking an item for collection, we may disregard all information on the item other than the identity of the payor bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to reimburse us for any loss or expense we incur because you issue or deposit an item containing such extra information. Furthermore, you agree that we will not be deemed to fail to exercise ordinary care in paying an item solely because our procedures do not provide for review of signatures or other sight examination of items with a face amount below an amount specified by us from time to time.

CHECK ORDERS

All checks, withdrawal forms, and deposit slips must be on forms obtained through us or which we approve in advance. You are responsible for verifying the accuracy of all information on these forms. Our liability, if any, for any printing errors on the forms obtained through us is limited to the cost of replacement. We will not be responsible or liable for any other loss or damage you sustain. In addition, we are not responsible or liable for any losses or damages you sustain from the use of forms not

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obtained through us or approved by us in advance, including, but not limited to, your (i) electing to have checks printed by a vendor that we have not approved; (ii) using check stock or security features that do not survive conversion of the check to an electronic item or a substitute check; making checks out in such a way (e.g., lightly colored ink) that the information does not survive the conversion of the check to an electronic item or a substitute check; (iv) using check stock that contains printing inaccuracies, faulty magnetic ink, or faulty encoding; or (v) using check stock that contains duplicate serial numbers.

NOTICES

Any notice or statement we give you concerning your account is effective when mailed or delivered to the address we have for you in our account records, when sent to you electronically (if you have agreed to receive your statements and notices electronically) at the electronic address we have for you in our account records, or when held for you in one of our branch offices upon your request. If the account has more than one co-owner or depositor, notice to any one will be considered effective notice to all. Any notice you give us will be effective after we receive the notice and have had a reasonable time to act upon it.

YOUR CONTACT INFORMATION: CHANGE OF INFORMATION (ADDRESSES AND PHONE NUMBERS)

When you open your account you provide us with your contact information, which may include your mailing address, email address and telephone numbers, including mobile/cell phone numbers ("contact information"). You are required to notify us promptly when any of your contact information changes. We are relieved of any responsibility to give you notice of a problem or other issue regarding your account if you have not provided us with correct and up-to-date contact information.

We will use the contact information you provide to us and which is in our records to contact you for various reasons. If you have provided us with your cell phone number, you consent and agree to accept calls and text messages to your cell phone from us. Our communications to you via your cell phone may include servicing calls, alerts concerning your accounts and other messages. For example, we may call or send text messages to you at your cell phone number when there is an insufficient balance in your account to honor checks you have written, with alerts concerning your account, and/or regarding amounts you owe us (collection calls) on your accounts. You acknowledge and agree that our attempts to call or text you using any telephone or cell phone number you provide to us may be automatically dialed, including prerecorded messages and texts. We will not use autodialed or prerecorded message calls or texts to contact you for marketing purposes unless we receive your prior express written consent to do so. You do not have to consent to receive autodialed or prerecorded message calls or texts in order to enjoy and use the products and services we offer.

ALERTS

We may send you electronic alerts (e.g., account alerts, online transaction alerts, security alerts and Free First Citizens Security Alerts) concerning your account. These alerts may be sent to you from time to time via email, telephone call, text message, or via the message board on your online banking account. You must enable some types of alerts through your online banking account. We will send you

other types of alerts automatically. You have the option to instruct us to not send certain alerts. Please review your applicable online banking agreement for more detailed information on alerts. Free First Citizens Security Alerts in connection with debit card transactions are explained in more detail in Section D of this Agreement.

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND, OR ANY DELAY IN SENDING, ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. WITH THE EXCEPTION OF FREE FIRST CITIZENS SECURITY ALERTS, ANY ALERT WE SEND TO YOUR CELL PHONE NUMBER MAY BE SUBJECT TO THIRD-PARTY MESSAGE AND DATA RATES.

UNDELIVERABLE STATEMENTS

If you fail to notify us of a change in your mailing address, or if for any other reason your account statement is returned to us, we reserve the right to destroy the statement and the accompanying items. We may recognize a change in your mailing address submitted to us by any owner, co-owner, authorized signer or agent on an account. We may recognize and accept a change to your mailing address upon our receipt of notification of an address change from the U.S. Postal Service.

If we mail your statement to the address we have on our records, and the statement is returned as undeliverable, we will charge your account an undeliverable statement fee as set forth in our Disclosure of Products and Fees for each returned statement up to three statements. If three consecutive statements are returned to us as undeliverable, your account will be placed in "undeliverable statement" status. Monthly service charge fees will continue to apply and will be charged to your account. We will stop mailing statements to you; however, any undelivered statements and images of any accompanying checks or items paid will be available to you at any time upon your request, and you agree that your statements and items have been "made available" to you under this procedure for purposes of your obligation to review your statements in a timely manner and report any irregularities to us.

INDEMNIFICATION/LIMITATION OF LIABILITY

Our relationship with you is that of debtor to creditor, and we do not owe you a fiduciary responsibility with respect to your account unless we explicitly agree otherwise in writing. Our responsibility to you and to your account is limited to the exercise of ordinary care as established by the reasonable commercial standards of the banking business. We will not be responsible to you for any loss caused by matters beyond our reasonable control including, but not limited to: wars, riots, actual or threatened terrorist acts, civil insurrection, strikes, computer failure, natural disasters, or the loss of power, communication or transportation facilities. We will not be liable to you under any circumstances for consequential, incidental, special, or punitive damages, regardless of whether you informed us of the possibility of such damages. You agree to indemnify us and hold us harmless from any losses,

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liabilities, and expenses we may incur, including our attorneys' fees, in connection with your account, except to the extent caused by our failure to exercise ordinary care. Your liability will be joint and several. We may charge any of your accounts with us for any such losses, liabilities or expenses without prior notice to you.

Nothing in this Agreement shall be construed to limit any rights or defenses available to us, or any warranty, indemnity or liability imposed on you, under applicable state or federal laws or regulations or any separate agreements applicable to your accounts.

WAIVER OF TERMS

We reserve the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you and any such waiver is not sufficient to modify the terms of this Agreement.

REFUSAL OF DEPOSITS, CLOSING OF ACCOUNT AND CREDIT REPORTS

We reserve the right to refuse any deposits to your account, to require the withdrawal of any account balance due you, and to close your account without prior notice to you, all with or without cause. You will remain liable for checks and other transactions in process and for the payment of any accrued fees if we close your account. If we determine that for regulatory or other reasons it is prudent and in the best interests of the Bank to close your account after account opening, we will only pay the interest that has accrued on the account up to the date of closing, even if the account we are closing is a time deposit account and we are closing it prior to maturity. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purpose of considering your application for new accounts, reviewing or collecting any account opened by you, or any other legitimate business purpose.

PRIVACY OF ACCOUNT INFORMATION

We will disclose information to third parties about your account(s) only in accordance with the policies set forth in our Privacy Notice, which is incorporated into this Agreement by reference as amended from time to time. Please refer to our Privacy Notice for more details on our information-sharing policies. Copies of our Privacy Notice are available at any of our branches; by calling us at FC DIRECT (see "Bank Contacts" section); or on our website at [firstcitizens.com](https://www.firstcitizens.com).

From time to time we are legally required to provide information in response to court or administrative orders, subpoenas, summonses, tax levies, or other such legal process. You will pay our standard charges for the research and copying of documents and for any other expenses we incur in complying with such legal process including, but not limited to, our attorneys' fees. Our fees will be determined from our Disclosure of Products and Fees in effect at the time that the services are rendered, and we may charge your account for any such fees and expenses.

ACCOUNT DOCUMENTS

All transactions between you and the Bank relating to your account will be governed by the terms of this Agreement, the current Disclosure of Products and Fees, the account signature card, the account type, any other documents or records relating to your account, our rules and regulations and applicable state and federal laws and regulations, as they all may now exist or may hereafter be amended. If there is a conflict between this Agreement and the terms of your signature card, the terms of this Agreement will prevail.

ELECTRONIC SIGNATURES AND RECORDS

You agree that electronic signatures and electronic records shall have the same effect as physical signatures and records regarding your transactions with us and this Agreement to the extent allowed by applicable law.

COMPLIANCE WITH GOVERNING LAWS

Your account is governed by the laws and regulations of the United States of America, to the extent applicable, and the state and municipality where your account is maintained. Bank and Depositor each agrees to comply with the provisions of all applicable federal, state, county and municipal laws, regulations and ordinances, and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required for performance under this Agreement.

By maintaining an account with us, you submit to the personal jurisdiction of the state where your account is deemed to be held. A lawsuit or other legal proceeding regarding your account must be brought in a proper federal court or in a court in the applicable state. If there is any conflict between this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law. If any provision of this Agreement is declared to be invalid, unenforceable or illegal, that part will not affect the validity or enforceability of the remainder of this Agreement.

AMENDMENTS TO THIS AGREEMENT

We reserve the right to amend this Agreement at any time. The terms "amend" or "amendment" include a change or supplementation to, or deletion of, existing provisions and/or the addition of new provisions whether or not the amendment or the subject of the amendment was addressed in previous versions of this Agreement or other agreements governing your account. We will provide you with any notice required by law of any amendments to this Agreement. If the manner of notice is not specified by law, you agree that we may notify you in any manner we deem reasonable, including statement message, letter or other mailing, email if you have agreed to receive email communications from us, or any other reasonable means in our discretion. Mailed notices, or, if applicable, emailed notices, will be sent to the address we have for you on our account records. If notice is not required by law, we may in our discretion not notify you of technical amendments that do not affect your or our substantial rights or obligations under this Agreement. Your continued use of your account after the effective date of an amendment, or after 30 days from the date of our notice to you if no effective date is stated, will constitute your acceptance of the amendment.

INTERSTATE BANKING

We have branches in a number of states. You agree that we can charge different fees and offer different services in different states. Some products and services mentioned in this Agreement may not be offered in all states. If your account is maintained through a branch in one state, you may make deposits or withdrawals from your account at one of our branches in another state. If you desire to move your account so that it is maintained by a branch office in another state, you should contact your local branch in that state.

TELEPHONE MONITORING

You agree that we may record any telephone conversation with you to monitor the quality of service we provide and verify transactions affecting your account.

ARBITRATION PROVISION

PLEASE READ THIS PROVISION CAREFULLY: IT PROVIDES THAT CERTAIN DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION AT THE ELECTION OF EITHER PARTY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR RATHER THAN A JUDGE OR JURY. THE RIGHT TO APPEAL THE ARBITRATOR'S DECISION MAY BE LIMITED OR UNAVAILABLE.

AGREEMENT TO ARBITRATE

Except as provided below in "EXCEPTIONS TO APPLICABILITY OF ARBITRATION," either you or we may require that any "Claim" (as defined below) be resolved exclusively and finally by binding arbitration, even if suit already has been filed in court. "Claim" means any claim, controversy or dispute (whether pre-existing, present, or future) based on any theory of law or remedy, made by you or anyone connected with you or claiming through or for you (including a co-owner, representative, or trustee in bankruptcy) that arises from or relates to: (i) this Deposit Account Agreement (or other agreement referencing this provision), any prior agreements relating to your account, or the relationships that result from this Agreement; (ii) your account with us subject to this Agreement ("your account") and transactions on your account; (iii) this Arbitration Provision; (iv) any products, services or benefit programs related to or offered in connection with your account whether or not we offered, introduced, sold or provided them; or (v) any disclosures of information about you or your account.

EXCEPTIONS TO APPLICABILITY OF ARBITRATION

This Arbitration Provision does not limit your or our right to seek temporary injunctive relief from a court pending any arbitration proceeding. We also retain the right and option to exercise our right of set off under applicable law or contract and to exercise judicial remedies to enforce any monetary obligations incurred in connection with your account.

NO CLASS ACTION CLAIMS

No Claim may be arbitrated on a class action basis. Arbitration shall proceed on an individual basis, including Claims made and remedies sought as part of a class action, private attorney general or other representative action. No Claim may be consolidated with the dispute of any other person. With arbitration, you cannot act as a class representative or participate as a member of a class, even if the Claim has been asserted in court.

GENERAL

Any Claim subject to arbitration shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") before a single neutral arbitrator in the state where we maintain your account. Judgment on the arbitrator's award may be entered by any court having jurisdiction. The AAA's applicable consumer or commercial rules and any supplementary procedures in effect on the date arbitration is filed shall govern the arbitration, subject to this Arbitration Provision. The arbitrator may allow discovery of relevant non-privileged documents.

The arbitrator does not have authority to award punitive, exemplary, statutory or consequential damages or damages for lost profits. The party initiating arbitration pays the initial filing fee. Expenses and fees of the arbitrator are shared equally by the parties unless the arbitrator specifically assesses all or part of the expenses and fees in the award. Award or denial of a Claim must be made in writing and generally state the reasons for the decision.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Arbitration Provision survives: (i) termination of or changes to the Agreement, your account, or your relationship with us concerning your account; (ii) bankruptcy; and (iii) our transfer of your account.

B. SUBSTITUTE CHECK NOTICE

The following applies to consumer accounts only:

Important Information About Your Checking Account Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are your rights regarding substitute checks?

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In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and was posted to your account, please contact us at FC DIRECT at the telephone number indicated in the Bank Contacts section at the end of this Agreement.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. If you make your claim orally, we may require that you send your claim in writing within 10 business days.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

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C. FUNDS AVAILABILITY POLICY (Regulation CC)

This policy statement applies to "transaction" accounts only. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Checking accounts are the most common type of transaction accounts. Feel free to ask us whether any of your other accounts might also be subject to this policy.

Our policy is to make funds from your deposits available to you as follows:

- **Cash deposits:** the business day we receive your deposit.
- **Checks:** the first business day after the day we receive your deposit.
- **Electronic payments:**
 - **Wire transfers:** the business day we receive your credit transfer.
 - **Automated Clearing House (ACH) credit transfers** (e.g., direct deposits, automated payroll deposits, etc.): the business day we receive settlement for the deposit (generally the day after we receive payment for the transfer from the Federal Reserve, our ACH Operator).

However, longer delays may apply (see applicable section below).

BUSINESS DAY/CUTOFF TIMES

In determining the availability of your deposits, every day is a "business day" except Saturdays, Sundays and federal holidays. Transactions occurring prior to the cutoff time on a business day will be considered to have taken place that day, while transactions occurring after the cutoff time will be considered to have occurred the following business day. Your transactions will be subject to different cutoff times as follows, depending on how you initiate the transaction.

- At the branch: Our business day cutoff times are generally 5:00 p.m. local time Monday through Thursday and 6:00 p.m. local time on Friday; however, these times may vary by branch. Certain branches may have an earlier cutoff time, and at certain branches with extended hours the cutoff time may be later. Check with your local branch or call us at FC Direct (at the telephone number indicated in our "Bank Contacts" section) to determine the cutoff time for specific branches where you initiate transactions.
- At our ATMs: Our ATM business day cutoff times vary by location. Cutoff times start at 12:00 noon local time; however, some ATMs have evening cutoff times.
- Online: Disclosures concerning transactions initiated through our online banking service are covered separately in our online banking agreements.

Again, in order for your deposit to be considered received on the business day you make the deposit, the deposit must be made before our cutoff time.

LONGER DELAYS

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In some cases, depending on the type of check you deposit, we may delay your ability to withdraw funds from check deposits beyond the first business day. Then, the funds will generally be made available by the second business day after the day of deposit. However, the first \$200 of your deposits may be available on the first business day after the day of your deposit.

In addition, availability of funds you deposit by check may be delayed for a longer period (longer than two days) under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as failure of communications or computer equipment.

If your ability to withdraw funds is delayed for any of these reasons, the funds will generally be made available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW CUSTOMER ACCOUNTS

We may also delay the availability of funds beyond the time periods described above if a deposit is made into a new customer account. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the business day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 from the deposit of these checks, and the funds from the deposit of all other checks, will be available by the ninth business day after the day of your deposit.

Once funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

HOLDS ON OTHER FUNDS

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that is already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure of the type of check that you have deposited.

NOTICE

If you will need the funds from a deposit right away, you should ask us when the funds will be available. If we are not going to make all the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit or the day after we make the decision to delay the availability of the funds.

D. AGREEMENT AND DISCLOSURE FOR ELECTRONIC FUND TRANSFER SERVICES (Including Regulation E Disclosure)

This Agreement and Disclosure for Electronic Fund Transfer Services applies to electronic fund transfers to or from consumer and business accounts at the Bank. The section of this Agreement and Disclosure entitled "Regulation E" pertains only to electronic fund transfers involving consumer accounts.

An electronic fund transfer is a transfer of funds, other than a transaction originated by a check or a draft, initiated by an ATM card, debit card or through an electronic terminal, telephone, computer, or magnetic tape for the purpose of authorizing us to debit or credit your checking or savings account. The direct deposit of your paycheck or social security check, the automatic payment of your utility bills, and automated teller machine and debit card transactions are examples of electronic fund transfers. Examples of transactions which are not considered electronic fund transfers include:

- Wire transfers.
- The automatic crediting of interest to your account.
- Pre-authorized transfers between your accounts with us, such as an automatic transfer from your savings to your checking account.
- Pre-authorized transfers from your account with us to the account of your family member with us.
- Pre-authorized loan payments to repay your loan with us.

Your First Citizens ATM card (your "ATM card") is an access device that can only be used at First Citizens Bank automated teller machines (ATMs). Your First Citizens Visa[®] Debit card or Visa[®] Business Debit card (your "Visa Debit card") can be used at ATMs (First Citizens Bank and non-First Citizens Bank ATMs) and can also be used as a debit card at any merchant displaying the Visa logo. As used in this Agreement, the term "card" by itself refers interchangeably to First Citizens ATM cards and First Citizens Visa Debit cards. Use of your ATM card will require a personal code (referred to as a personal identification number, or "PIN"). A PIN will also be required when you use your Visa Debit card to complete a PIN-based transaction, such as a point-of-sale PIN-based purchase.

When you use your Visa Debit card to purchase goods or services from a merchant who debits your account electronically using a point-of-sale electronic terminal at the merchant's location, you will normally be required to use your PIN. These transactions are referred to as "PIN," "PIN-based" or

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"online" debit card transactions. In contrast, when you use your Visa Debit card to purchase goods or services from a merchant who displays the Visa logo, the transaction will be handled very much like a traditional credit card transaction. The use of your PIN will not normally be required. For this reason, these transactions are referred to as "no PIN," "non-PIN," "signature-based," or "off-line" debit card transactions. Your Visa Debit card is not a credit card, however. Unlike a credit card transaction, your checking account is directly debited when you use your Visa Debit card.

In addition to the electronic fund transfer services discussed below, our customers may enroll in one of our Internet online banking services. This Agreement and Disclosure applies primarily to the electronic fund transfer services we provide that are listed below. We provide additional disclosures to our online banking customers.

Your rights, liabilities and responsibilities for electronic fund transfers are governed by this Agreement and, to the extent applicable, by the provisions of the federal Electronic Fund Transfer Act and the Consumer Financial Protection Bureau's Regulation E. This Agreement also contains the disclosures we are required by Regulation E to provide to consumers for our electronic fund transfer services. The terms and conditions of this Agreement are in addition to the terms and conditions of any deposit account agreements governing accounts that can be accessed through electronic fund transfers. By using your ATM card, Visa Debit card, or any of our other electronic fund transfer services, you agree to be bound by the terms and conditions of this Agreement.

PROTECTING YOUR CARD

Always protect your card and keep it in a safe place. Do not leave it out where it is accessible to other people in your house or at your workplace. Keep your PIN a secret. If you write it down, keep the writing in a secure place and never write it down on the card itself. Never give any information about your card or PIN over the telephone, especially if you do not initiate the call.

FREE FIRST CITIZENS SECURITY ALERTS - DEBIT CARDS

If you have access to cell phone text (SMS) messaging through one of the major wireless carriers (AT&T, Sprint, Verizon, or T-Mobile), we may, as permitted by law, send you Free First Citizens Security Alerts ("Free Security Alerts") via text messaging from short code 51428 to your cell phone number in response to suspected fraud or other suspicious activity initiated through your debit card. Carriers are not responsible or liable for delayed or undelivered messages.

Free Security Alerts coming to you from short code 51428, as well as your text replies to these alerts, are Free-to-End-User (FTEU). This means if you receive or reply to a Free Security Alert text message, you will not be charged a messaging or data fee from your carrier.

You can opt out of our Free Security Alert service any time by replying STOP to a Free Security Alert text message or by calling us at 1.888.FC DIRECT (1.888.323.4732). If you have questions about a Free Security Alert you receive, either reply to the text with the word HELP or call us at FC DIRECT

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GENERAL PROVISIONS REGARDING USE OF YOUR CARD

The use of your ATM card and your Visa Debit card is subject to the following general terms and conditions:

1. **OBLIGATIONS AND LIABILITY.** When you use your card or authorize anyone else to use your card, you agree to be bound by the provisions of this Agreement, to be responsible for all authorized transfers, withdrawals and transactions made by use of the card, and to be responsible for unauthorized use of the card to the extent permitted by law. You must tell us about any unauthorized transfer(s) from your business account as soon as possible (and within 60 days after the statement showing the transfer(s) was made available to you). If you do not notify us promptly, you may not get back the money you lost on either the initial unauthorized transfer or on any subsequent unauthorized transfers if we can prove that we could have stopped someone from completing the subsequent transfers if you had told us about the initial unauthorized transfer(s) in time.

Consumer Accounts

- **Regulation E:** If the account to which your card is linked is a consumer account, your liability for unauthorized transactions is governed primarily by the federal Electronic Fund Transfer Act and the Consumer Financial Protection Bureau's Regulation E. A summary of your rights, obligations and liabilities under Regulation E are included as part of this section D following this Agreement and Disclosure. Provisional credit may be given while we investigate your claim.
- **Visa's Zero Liability Policy:** In addition to protections you have under Regulation E, Visa's Zero Liability Policy covers fraudulent transactions processed on Visa's network using your debit card. It does not cover ATM transactions or other transactions using a PIN, which are not processed on Visa's network. You must report unauthorized transactions promptly.

Business Accounts

- **Regulation E Protections Not Applicable:** The consumer protection provisions of Regulation E apply only to electronic fund transfers involving consumer checking and savings accounts established primarily for personal, family or household purposes. However, as a practical matter, and although we are not required to by law or regulation, for errors involving cards linked to business accounts, we generally follow the error resolution procedures we use for consumer accounts, which are outlined below in our Regulation E disclosures. **We are not required by law to provide your business account with provisional credit while we investigate your claim; and we may, or may not, do so in our sole discretion.**
- **Visa's Zero Liability Policy:** Certain commercial card transactions are not covered under Visa's Zero Liability Policy. For instance card transactions made by a person authorized to transact on the linked account are excluded from Visa's Zero Liability protection as well as transactions made by a cardholder that exceeds the authority given by the account owner.

2. **CARD TRANSACTIONS SUBJECT TO GOVERNING AGREEMENTS; AUTHORIZATION TO CHARGE ACCOUNT.** Transactions made through the use of the card are subject to the terms and conditions of this Deposit Account Agreement, and you authorize us to charge or credit the applicable account for the amount and type of transaction made in accordance with these terms and conditions. If you have a line of credit related to your account (such as Checkline Reserve[®],

Checkline Reserve Plus[®], Capital Line or EquityLine), by requesting a card you specifically request card access to the line of credit and you understand and agree that the provisions of the agreement relating to your credit line will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid account service charges, and direct advances resulting from the use of the card. You authorize us to debit your related deposit account for any payments owed on your line of credit, regardless of whether the line of credit is in default.

3. **OUR RIGHTS REGARDING ISSUANCE AND REVOCATION OF CARDS.** We can refuse to issue a card to anyone. We also reserve the right to revoke a card at any time without notice to you, and we may elect to do so if your card is inactive. The card is our property, and you agree to surrender it to us upon our request. In our discretion, we may issue a card to the account owner, any account co-owner, and any person authorized to receive a card by the account owner or any account co-owner. We reserve the absolute right to revoke card privileges with or without cause or notice, unless otherwise required by law. If more than one card is issued to access an account, we reserve the absolute right to revoke any or all of the cards used to access the account upon the request of the account owner, any account co-owner, or any person authorized to receive a card by the account owner or any account co-owner, regardless of whether the card or cards to be revoked are in the possession of the person requesting revocation. When we revoke a card, the card cannot thereafter be used to access any account or effect any electronic fund transfer.
4. **OVERDRAFTS.** If the use of a card overdraws your account and the overdraft is not covered by a transfer from an approved line of credit or savings account linked to your account, you agree to make immediate payment to us of the amount of any such overdraft and related service charges. You also agree we may charge the overdraft against your other accounts with us to the extent permitted by law and by your account agreement. Subsequent items presented against your account may be assessed a per item service charge whether the items are paid or returned.
5. **ACCOUNTS WITH CO-OWNERS.** If the account has co-owners, each co-owner will be jointly and severally liable for any obligation that arises when any card is used to access the account. Any notice we give you concerning the card is effective when mailed or delivered to the address we have for you in our account records or otherwise sent to you. If the account has more than one co-owner, notice to any one co-owner will be considered effective notice to all.
6. **CARD ACCESS TO ACCOUNTS.** When used at an ATM, your ATM card and your Visa Debit card may be used to access any checking or savings account to which the card is "linked." When used as a debit card for merchant purchases, your Visa Debit card will debit only the primary checking account "linked" to that card – it cannot be used to debit any other checking or savings account "linked" to that card.
7. **YOUR RESPONSIBILITY FOR PAYMENTS MADE BY CARD.** You authorize us to debit or credit your account as appropriate for the total amount shown on any debit or credit instructions originated by use of the card. We will not make cash refunds to you on purchases you make with the card, and you must handle directly with the merchant any claim or defense you have with respect to goods or services purchased with the card. Your assertion of a claim or defense will not relieve you of the obligation to pay the total amount of the sales draft and any appropriate charges we are authorized to make. Any refunds the merchant makes to you of amounts charged by use of the card must be made on a credit voucher signed by you and the merchant and presented by the merchant to us. You are not permitted to stop payment on any sales draft

or withdrawal voucher originated by use of the card. We will not be liable to you for any claims you have against any merchant arising from any debit card transaction.

8. ADDITIONAL PROVISIONS CONCERNING NON-PIN DEBIT CARD TRANSACTIONS. The use of your Visa Debit card to effect non-PIN debit card transactions is subject to the following additional provisions:

- You authorize us to debit your account and agree that the use of your Visa Debit card with any merchant, whether or not you have signed any sales or debit authorization, will constitute a simultaneous withdrawal from and/or demand on your account, even though the transaction may not actually be posted to your account until a later date.
- When you use your Visa Debit card, the merchant may request authorization for the transaction. In essence, the merchant is asking us to "guarantee" payment to the merchant if the merchant accepts your Visa Debit card. We will provide authorization if the available balance in your account (plus the unused balance of any line of credit or savings account linked to your account) is sufficient to cover the transaction at the time of the merchant's request. If the available balance is not sufficient to cover the transaction at the time the merchant requests authorization, we may either authorize or deny the transaction depending on a number of factors including the account history, whether the account is a consumer or business account, and if a consumer account, whether the account holder has "opted-in" to our payment of ATM and one-time debit card transactions presenting against insufficient funds.
- **When we authorize a transaction, the transaction becomes a pending debit and we will automatically place a "hold" on your account for the amount authorized. The available balance in your account (and, to the extent needed, the unused balance of any line of credit or savings account linked to your account) will be reduced by the amount for which the merchant has received authorization, even if (i) the transaction has not been settled or posted by us, or (ii) the transaction may not be consummated. The "hold" placed on your account will be released when (i) the authorized transaction has cleared through us, or (ii) the hold period expires, whichever occurs first. The hold period will not exceed three business days. When we authorize a transaction and place a "hold" on your account, the available balance in your account will be reduced. As a result, funds in your account subject to the hold will not be available (i) for withdrawal or transfer by you in person or at an ATM, (ii) for subsequent debit card transactions, or to satisfy items presented for payment against your account (including checks, drafts and pre-authorized transfers).**
- You agree to be liable for all charges resulting from our authorization of a transaction (including, for example, NSF and overdraft charges), and you release us from all liability arising from any holds we place on your account when debit transactions are authorized. This release extends to our refusal (i) to permit you to withdraw or transfer funds from your account (either in person or at an ATM), (ii) to authorize subsequent debit card transactions and to satisfy items presented for payment against your account (including checks, drafts and pre-authorized transfers).

9. TRANSACTIONS IN NON-US DOLLAR CURRENCY. If you conduct a debit card transaction in currency other than U.S. dollars, Visa will convert it to U.S. dollars by multiplying the transaction

amount in the non-U.S. dollar currency by a currency conversion rate that is either (i) the government-mandated rate in effect on the central processing date, or (ii) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives. The resulting U.S. dollar transaction amount will be charged to your account. Visa charges us a fee on transactions initiated outside of the United States and on transactions conducted in non-U.S. currency. If you use your Visa Debit card to conduct either of these types of transactions, we will charge your account, and you agree to pay, a foreign transaction fee that is a percentage of the transaction amount as specified in our Disclosure of Products and Fees.

10. **MODIFICATIONS.** We may modify the terms of this Agreement from time to time. We will provide you with any notice required by law of any changes to the terms of this Agreement.

REGULATION E DISCLOSURES (Consumer Accounts)

The following is a summary of your rights, liabilities and obligations for consumer electronic fund transfers under the Consumer Financial Protection Bureau's Regulation E. **The following disclosures do not apply to business electronic fund transfers.** Disclosures with respect to electronic fund transfers initiated through either of our First Citizens online banking services are additionally provided in our online banking agreements.

SERVICES AVAILABLE

We offer the following electronic fund transfer services in connection with savings and checking accounts (including checking accounts that bear interest):

ATM TRANSACTIONS

Your ATM card and your Visa Debit card may be used to initiate various transactions at ATMs. ATM transactions normally require the use of your PIN.

ATM TRANSACTIONS AT FIRST CITIZENS ATMS

You can use your ATM card or your Visa Debit card at First Citizens ATMs to conduct the following transactions. The starred services are not available at all First Citizens ATMs.

- Withdraw cash from your checking or savings accounts.
- Make deposits to your accounts.
- Transfer funds between your checking and savings accounts.
- Inquire as to the balance in your accounts.
- Cash checks, split deposits between two accounts and receive cash back in connection with deposited items.*
- Make payments on your First Citizens installment loans and any revolving lines of credit linked to your checking account, if you request this feature (*not available for Asset Management Accounts*).

- Access your First Citizens Bank credit card account to obtain cash advances, transfer funds to your savings or checking account, or make payments on your credit card account, if these features have been requested by you. Transfers to and from your credit card are subject to the terms and conditions of your credit card agreement.*

TRANSACTIONS AT THIRD-PARTY ATMS

You can use your Visa Debit card at an ATM that we do not own or operate but which participates in one of several ATM networks in which we are a member to:

- Withdraw cash from your account. Withdrawals may, by prior arrangement, include draws on your Checkline Reserve, Checkline Reserve Plus or EquityLine account (*not available for Asset Management Accounts*).
- Inquire as to the balance in your account.

DEBIT CARD TRANSACTIONS

In addition to the ATM transactions listed above, you can use your Visa Debit card to conduct PIN-based transactions to purchase goods and services at any business or merchant that has agreed to accept debit cards and that displays the logo of one of the networks in which we participate.

You can also use your Visa Debit card to conduct signature-based transactions to purchase goods and services at any business or merchant displaying the Visa logo.

PRE-AUTHORIZED TRANSFERS

You can arrange, on a regular basis, to:

- Pay certain bills automatically from your account.
- Receive certain automatic deposits to your account from other parties, such as your employer or a government agency (for example, Social Security payments or payroll payments).
- Transfer funds automatically between your First Citizens accounts and your accounts at other financial institutions.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to initiate a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

TRANSACTION LIMITATIONS

STANDARD LIMITS. We impose transaction limitations on your account with respect to electronic fund transfer services. These transaction limitations generally apply on a "per card" or "per account" and "per calendar day" basis. Transaction limitations, which are subject to change, are published in our Disclosure of Products and Fees.

ADDITIONAL LIMITS. At our discretion we may refuse to pay any check presented for payment through an ATM transaction. For security reasons we may impose additional limits on the number and dollar amount of transactions you can perform using your card, and we can impose additional security restrictions on check cashing, "split" deposits, and "cash-back" deposit transactions. For savings and money market accounts, federal regulations limit (i) third party transactions (e.g., checks, drafts and debit card purchases); (ii) pre-authorized or automated transfers (including ACH and overdraft protection transfers); transfers made by personal computer (including online banking or bill payment services); and (iv) telephone transfers (including facsimile or data transmission) from your account to six per month. Loan payments to us are not included in these limits.

FEES

The following is a general description of our fees in connection with your Visa Debit card or ATM card. The specific fees, which are subject to change, are published in our Disclosure of Products and Fees, which was provided to you at account opening. We reserve the right to change the fee schedule from time to time.

ATM FEES. Fees may apply to ATM transactions at First Citizens and non-First Citizens ATMs.

- Our Fees – Generally, we will not charge you any fees for conducting transactions, including balance inquiries, fund transfers and withdrawals, using a First Citizens Bank ATM. However, at select First Citizens ATMs we may charge you a fee for making cash withdrawals. If we charge you a fee, it will be disclosed at the time of the transaction as stated in our Disclosure of Products and Fees. We may also charge you a fee for using non-First Citizens ATMs to make cash withdrawals, funds transfers or balance inquiries with your Visa Debit card.
- Third-Party Fees – When you use your Visa Debit card at a third-party ATM you may be charged a fee by the third party ATM operator or owner, or by the national, regional or local network used to complete the transaction. You may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. Such fees are (i) disclosed at the time of the transaction; (ii) are in addition to any other applicable fees; and apply regardless of your account balance or account type.

FEES FOR NON-ATM TRANSACTIONS

Transaction fees for PIN-based transactions initiated with your Visa Debit card may apply and are set forth in our Disclosure of Products and Fees under each account type. We charge no transaction fees for non-PIN based transactions unless they are conducted in non-U.S. currency.

OTHER FEES

Any other fees we charge in connection with your use of your Visa Debit card or ATM card, including card replacement fees, mini statement fees, and foreign transaction fees for transactions initiated outside of the United States or conducted in non-U.S. currency, are set forth in our Disclosure of Products and Fees.

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BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Weekend days and bank holidays are not included.

DISCLOSURE OF ACCOUNT INFORMATION

We will not disclose information about your account(s) or the transfers you make, except:

- As necessary, to complete or document transactions, to investigate possible unauthorized transactions, or to combat fraud.
- To verify the existence and standing of your account at the request of a third party such as a credit bureau or merchant.
- If you give us your written or oral permission.
- To comply with government agency requests or regulations or in response to court orders.
- To offer you products and services that we believe may interest you.

Please refer to our Privacy Notice for more details on our information-sharing policies. Copies of our Privacy Notice are available at any of our branches, on our website, or by calling us (see "Bank Contacts" section at the end of this document).

DOCUMENTATION OF TRANSFERS

TRANSACTIONS USING YOUR ATM OR VISA DEBIT CARD

You can get a receipt (i) at the time you make any transfer to or from your account using one of our ATMs or any ATM that participates in one of the ATM networks of which we are a member, or (ii) at the time you purchase goods or services using your Visa Debit card to effect PIN-based debit card transactions at point-of-sale electronic terminals. Receipts may not be made available for transactions of \$15 or less.

PERIODIC STATEMENTS

We will send you a monthly account statement unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. However, we will discontinue sending you statements if your statements are returned to us as undeliverable for three consecutive months.

PRE-AUTHORIZED PAYMENTS

PRE-AUTHORIZED CREDITS/DIRECT DEPOSITS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same company, person or government agency, the applicable party making the transaction will tell you every time they send us the money. You can also find out whether or not the deposit has been made by checking your account using one of our online banking services or by calling us using the toll-free number listed in the "Bank Contacts" section.

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NOTICE OF VARYING AMOUNTS

If your regular payments vary in amount, the person you are going to pay will tell you, at least 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

YOUR RIGHT TO STOP PAYMENT

- **STOP PAYMENT PROCEDURE.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments by (i) calling us at our toll-free number; (ii) making a stop payment request online; or (iii) writing to us in time for us to receive your request three business days or more before the payment is scheduled to be made. Our applicable toll-free number and address are listed in the Bank Contacts section at the end of this document. If you call, we may require you to put your request in writing and to get it to us within 14 days after you call. Normal service charges apply for each stop payment order requested.
- **FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER.** If you order us to stop one of these payments at least three business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages caused by our failure.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages caused by such failure. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit available on your account(s).
- If the ATM where you are making the transaction does not have enough cash.
- If the terminal or the ATM system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreements with you or permitted by law.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

When you use your card or authorize anyone else to use your card, you agree to be bound by the provisions of this Agreement, to be responsible for all authorized transfers, withdrawals and transactions made by use of the card, and to be responsible for unauthorized use of the card to the extent permitted by law.

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Tell us **AT ONCE** if you believe your card or your PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account, plus the maximum amount of any line of credit (such as a Checkline Reserve or EquityLine) or savings account linked to your account for overdraft protection transfer purposes. If you believe your card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 for unauthorized transactions using your card. If you do **NOT** tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500 for the unauthorized transactions. Losses could include not only the money in your account, but also advances on any credit line associated with your account. Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement documenting the transfer was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

CONTACT US IN THE EVENT OF A LOST OR STOLEN CARD/UNAUTHORIZED TRANSFER. If you believe your card or PIN has been lost or stolen or that someone, without your permission, has transferred or may transfer money from your account, including a transfer made using the information from your check, **CALL US IMMEDIATELY** at the toll-free number listed in the "Bank Contacts" section at the end of this document. If you cannot reach us by telephone, email or write to us using the contact information listed in the "Bank Contacts" section. Remember, if you maintain the confidentiality of your PIN, it will reduce the possibility of the unauthorized use of your card. **DO NOT write your PIN on your card.**

ERROR RESOLUTION

Call us at the toll-free number listed in the "Bank Contacts" section at the end of this document as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Alternatively, you may visit your local branch office or write to us at the address provided in the "Bank Contacts" section. We must hear from you no later than 60 days after we make available to you the **FIRST** statement on which the problem or error appeared.

When you notify us:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about (including the date that it occurred), and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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If you tell us in person or by telephone of a suspected error, we may require that you follow up your oral notice or questions in writing. We must receive this writing within 10 business days of your oral notice. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale debit card transactions or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

E. ATM SAFETY TIPS

Although it is rare, ATM crime can happen. For your safety, please follow these recommendations when using any ATM:

- Commit your PIN (Personal Identification Number) to memory and never share your PIN.
- As you approach an ATM, be aware of your surroundings, particularly at night. If you observe suspicious persons or circumstances, do not use the ATM at that time.
- Wait until previous customers have finished their transactions at the ATM.
- Have your card ready and in your hand as you approach the ATM. Don't wait to get to the ATM and then take your card out of your wallet or purse.
- Inspect the ATM for possible skimming devices. A skimming device is a counterfeit card reader placed over the ATM's real card slot. When you slide your card into an ATM where a skimming device has been installed, the reader scans and stores all the information on the card's magnetic strip. The following are possible indicators that an illegal skimming device has been installed: a sticky residue or other evidence of adhesives on the ATM, scratches, damaged or crooked pieces, loose or extra attachments on the card slot, or noticeable resistance when pressing the keypad.
- Make sure no one can see you enter your PIN at the ATM. Use your other hand to shield the ATM keypad as you enter your PIN.
- Always take your receipts or transaction records with you to maintain the confidentiality of your account.
- Do not count or display any money you receive from the ATM. Put the money immediately in your pocket or purse and count it later.

If using a drive-through ATM:

- Make sure passenger windows are shut and all doors are locked as you approach the ATM.
- Pull up close to the ATM, remain in your car, and keep your car running while using the ATM.
- If you have to leave your car and walk to the ATM, lock your car.

If using an ATM at night:

- Select an ATM in an open, well-lighted area.
- Park close to ATM and take another person with you if you must leave your car.
- If lights at ATM are not working, or if there is overgrown shrubbery around the ATM, select another ATM and notify the bank.

F. BANK CONTACTS**Telephone:**

1.888.FC DIRECT (1.888.323.4732)

Mailing Address:

First Citizens Bank
FC Direct/Customer Care Contact Ctr. DAC 54
P.O. Box 27131
Raleigh, NC 27611-7131

Website:

firstcitizens.com (/)

31-933409 (11/19)

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[Terms of Use \(/terms-of-use\)](/terms-of-use) | [Contact Us \(/about/contact-us\)](/about/contact-us) | [Site Map \(/site-map\)](/site-map)

Your location: RALEIGH, NC



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(<http://www.youtube.com/channel/UCGp8w5KIoFheteqBeKaKuX>)



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Company Headquarters:
4300 Six Forks Road, Raleigh, NC 27609

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Terms and Conditions of FHB Online Services

1. Introduction

This FHB Online Terms and Conditions including all amendments hereto ("Agreement") set forth your rights and responsibilities with respect to FHB Online or FHB Business Online, as applicable. FHB Online and FHB Business Online are collectively referred to in this Agreement as "FHB Online." By enrolling in and/or using FHB Online, or authorizing another to use the service, you agree to the terms and conditions of this Agreement, including online instructions we provide. Please review this Agreement carefully.

This Agreement supplements, but does not replace, the Deposit Account Rules and Regulations and other information applicable to your FHB deposit accounts, including your signature card, all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Deposit Agreements"), the terms and conditions of any credit agreements applicable to your FHB loan accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Credit Agreements"), the terms and conditions of any investment agreements applicable to your FHB investment accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Investment Agreements"), the terms and conditions of any trust agreements applicable to your FHB trust accounts, including all accompanying fee and other schedules and any related disclosures or notices of changes of terms or conditions (collectively, the "Trust Agreements"), and the terms and conditions of your insurance policies purchased through FHB (collectively, the "Insurance Policies").

2. Definitions

In addition to those definitions contained within other sections of this Agreement, these terms have the meanings set forth below. The amendments to this Agreement may have additional definitions.

- A. "Account" or "Accounts" mean, respectively, each and every type of deposit account that you maintain with us, including checking, savings, money market savings, Money Market Checking, Christmas Club, certificate of deposit, and individual retirement accounts (collectively, the "Deposit Accounts"), each and every type of loan account that you maintain with us, including personal loan, credit card, mortgage, line of credit and overdraft line of credit accounts (collectively, the "Loan Accounts"), each and every type of investment account that you maintain with us (collectively, the "Investment Accounts"), each and every type of trust account that you maintain with us (collectively, the "Trust Accounts"), and each and every type of insurance policy that you purchase through us (collectively, the "Insurance Policies").
- B. "ACH" means an automated clearing house through which funds may be transferred from us to a Biller electronically, rather than through the use of Paper Checks.
- C. "Alert Notifications" is a term defined in Section 14.
- D. "Bill Payment" and "Bill Pay Service" are terms defined in Section 8 and the amendment for the Bill Pay Service.
- E. "Biller" means the retailer, public utility, financial institution, medical service provider, or other person, company, or other organization to which you have directed an Online Payment.

- F. "Business Customer" means an FHB Online user who is a corporation, partnership, limited liability company, or other business organization or entity, or a natural person if the account from which the transfers or payments will be made is maintained primarily for other than personal, family, or household purposes.
- G. "Business Days" mean every Monday through Friday, excluding Federal Reserve holidays. Any holiday falling on a Saturday will usually be observed on the immediately preceding Friday and any holiday falling on a Sunday will usually be observed on the immediately following Monday.
- H. "Checking Account" means your FHB checking account that you maintain with us at an FHB branch and select as the Account for FHB Online fees to be charged (does not include Money Market CheckingSM accounts).
- I. "Computer Equipment" is a term defined in Section 4.
- J. "Cutoff time" is a term defined in Section 15.D.
- K. "Eligible Account" is a term defined in Section 5.
- L. "FHB Online" includes FHB Online, FHB Mobile Banking, and for a Business Customer also includes FHB Business Online, and means the computerized access service through which the Online Banking, Bill Payment, and other services described more fully in this Agreement can be used. Certain features of FHB Online will require use of additional equipment and services, and all elements of FHB Online will not necessarily be available through FHB Mobile Banking or to all customers.
- M. "FHB Mobile Banking" encompasses FHB Mobile Web, FHB Mobile Application, and FHB Text Banking, all as defined in Section 3.
- N. "FHB Mobile Banking Center" means the mobile banking section of our website that is available through FHB Online, through our www.fhb.com website, through FHB Mobile Web, or through your FHB Mobile Application.
- O. "Mobile Device" means a mobile computing device, including a mobile phone, smartphone (*e.g.* iPhone and Android-powered phones), iPod Touch, and tablet computer (*e.g.* iPad).
- P. "Online Banking" is a term defined in Section 7.
- Q. "Paper Check" means a check that you issue without using the FHB Online system. Our handling of your Paper Checks will not be affected by this Agreement.
- R. "Recurring Transfer" is a term defined in Section 7.I.
- S. "Service Provider" means any independent third party with whom we have now or hereafter contracted to provide you with FHB Online services.
- T. "Single Transfer" is a term defined in Section 7.I.
- U. "Transfer" is a term defined in Section 12.
- V. "We," "our," "us," "Bank," "FHB," or "First Hawaiian" mean First Hawaiian Bank.

- W. "You" or "your" means each person who has enrolled in our FHB Online service with respect to Accounts standing in the enrollee's name.

3. What You Can Do with FHB Online

You can access many features of FHB Online directly through our website at www.fhb.com, or you can use Quicken or QuickBooks to access certain features of FHB Online. The method of access you use will create some differences in how FHB Online functions and the fees you will be charged. These differences are noted below where applicable.

FHB Online allows you to use the following services:

- A. "Online Banking," described more fully in Section 7 below, allows you to view balance, transaction, and other information about, and to transfer funds between, your Accounts.
- B. "Bill Payment," described more fully in Section 8 below, allows you to make payments via the FHB Bill Payment Service.
- C. "Messages," described more fully in Section 14 below, allows you to send and receive messages to and from us. These messages are different from and in addition to text commands sent through FHB Text Banking (referenced below).
- D. "Export," allows you to export information from your Accounts to certain personal money management software and other programs. To access FHB Online through personal money management software, you must use software that we approve for use with FHB Online.
- E. "CheckImage Service," described more fully in Section 10.B below, allows you to view and print online images of certain cleared checks.
- F. "FHB Mobile Web," described more fully in Section 7.K below, allows you to perform your banking using a website that is optimized for viewing on Mobile Devices and that is accessed through your Mobile Device's web browser.
- G. "FHB Mobile Application," described more fully in Section 7.L below, allows you to perform your banking using a software application designed specifically for your Mobile Device.

"FHB Text Banking," described more fully in Section 7.M below, allows you to get account information by sending text commands via your mobile phone.

- H. "Wealth Management Portal", described more fully in Section 7.N below, allows you to obtain detailed information about certain of your Investment Accounts and Trust Accounts.

You understand that FHB Online is linked to and maintained by certain Service Providers. You authorize the Bank to transmit to the Service Providers all financial data and information in the Bank's possession about you in order to provide the FHB Online services you use. Please refer to Section 17 of this Agreement for additional details on when we disclose information to third parties.

4. Equipment Requirements

Many features of FHB Online require the use of a computer, a communications link (usually through a traditional or mobile telephone service provider, or a cable connection and a modem or other device for connecting your computer to the internet), certain software as described in this Section 4, and possibly a printer. All of this equipment and software, your communications link, and your Mobile Device, except where otherwise indicated, are collectively referred to as your "Computer Equipment." You are solely responsible for selecting, obtaining, installing, maintaining, and operating your Computer Equipment in accordance with the requirements provided by the respective manufacturers and service providers.

In addition, to access certain features of FHB Online, you will need an internet service provider and a browser that supports 128-bit encryption security. Certain additional services provided may require additional equipment and services, such as email access, a mobile phone and mobile services, and/or text messaging services (including carrier support of text messaging short codes), all of which you agree to obtain at your own expense if you wish to use the additional services. All such additional equipment and services are included in the references to "Computer Equipment" in this Agreement unless the context indicates otherwise.

You agree that we are not liable for viruses, worms, Trojan horses, or other similar harmful components that may affect or cause damage to your Computer Equipment that may result, directly or indirectly, from your use of FHB Online, including but not limited to downloading information, software, or the materials from our website or website(s) linked to our site. We will not be responsible or liable for any indirect, incidental, or consequential damages that may result from such harmful consequences.

5. Enrolling in FHB Online

To enroll in FHB Online, you must have at least one "Eligible Account" with the Bank. Eligible Accounts include checking, savings, money market savings, Money Market Checking, Christmas Club, certificate of deposit, credit card, mortgage, personal loan, line of credit, individual retirement account, overdraft line of credit, certain Investment Accounts, certain Trust Accounts, and certain Insurance Policies (not all of these accounts are available to Business Customers). An account that requires two or more signatures to make withdrawals or advances will not be considered an Eligible Account, but this provision does not alter any limitation of liability related to the number or authenticity of any signatures on any transaction associated with an Account, all of which shall be governed by the applicable Account agreement, industry standards, and applicable law. Certain online services are available only with certain types of Accounts.

- A. Online Enrollment. Depending on what types of Eligible Accounts you have, you might be able to enroll online for FHB Online. Please see our website for information about which Eligible Accounts allow you to enroll online and what information you need to provide as part of the online enrollment process.
- B. Enrollment Using Paper Application. If you are unable to enroll online, you will need to complete the enrollment application found on our website, print it, and mail or deliver it to us. If you enroll by mail or in person, FHB Online will be available for your use when you first log on to the service after we have had an opportunity to act upon your enrollment application.
- C. FHB Mobile Banking. FHB Mobile Banking is only available to customers who are currently enrolled in the FHB Online service. If you wish to use FHB Mobile Banking and you are not currently enrolled in FHB Online, visit www.fhb.com using a conventional computer (i.e. not using a Mobile Device) and click on the "Enroll" button under "Online Banking" on the screen. For each element of FHB Mobile Banking, you hereby agree to these Terms and Conditions of FHB

Online Services and, to the extent applicable to the specific online service, the Service Provider's end user agreement and software license as provided on the FHB Mobile Banking Center, each of which are incorporated herein by this reference. If you are already enrolled in FHB Online, follow the instructions below for the Mobile Device that you are using.

(1) Smartphones and Mobile Phones. Sign onto FHB Online, click on the "Mobile Banking" link under "Home," and follow the sign up process provided. You will need to provide your ten-digit mobile telephone number and your wireless carrier. You will also need to select the type of FHB Mobile Banking that you will be using (FHB Mobile Web, FHB Mobile Application, and/or FHB Text Banking). For FHB Mobile Web or FHB Mobile Application, you will need to log on to FHB Mobile Banking via the mobile web URL or software application and you will be asked to enter your ten-digit mobile telephone number to activate your Mobile Device and complete the enrollment. For FHB Text Banking, you will be shown an activation code on the FHB Mobile Banking Center and will receive a text message on your phone to which you must reply with the activation code shown on the site in order to activate your phone for FHB Text Banking. You must use the FHB Mobile Banking Center to opt-in for FHB Text Banking. You will also be asked to click where indicated on the FHB Mobile Banking Center confirming your agreement to the terms of the Service Provider's end user agreement and software license.

(2) iPod Touch. Sign onto FHB Online, click on the "Mobile Banking" link under "Home", and follow the sign up process provided. You will need to provide your ten-digit home telephone number. You will also need to select the type of FHB Mobile Banking that you will be using (FHB Mobile Web and/or FHB Mobile Application). For FHB Mobile Web or FHB Mobile Application, you will need to log on to FHB Mobile Banking via the mobile web URL or software application and you will be asked to enter your ten-digit home telephone number to activate your Mobile Device and complete the enrollment. You will also be asked to click where indicated on the FHB Mobile Banking Center confirming your agreement to the terms of the Service Provider's end user agreement and software license.

(3) Tablets. Download and install the FHB Mobile Application. Launch the software application and follow the prompts.

6. Security Procedures

If you enroll online, you will select your personal User Name and Password through the enrollment process. If you enroll offline, your User Name and Password will be mailed to you. In either case, you will need your User Name and Password to gain access to FHB Online. If you forget your User Name or Password, you will need to call us at the number listed in Section 11 for assistance.

In addition to your User Name and Password, FHB Online has an additional layer of security called "SiteSecure." You will register for SiteSecure either during the enrollment process or as prompted by on-screen instructions. SiteSecure will require you to provide answers to three identifying questions. You will need to correctly answer one of the three identifying questions before you will be allowed to access your Accounts through FHB Mobile Banking. If you are accessing your Accounts through FHB Online other than through FHB Mobile Banking, you will be required to correctly answer one of the three identifying questions when you are attempting to access your Accounts from a computer that you do not ordinarily use.

You agree to memorize and keep your User Name and Password secret. This is critically important to prevent unauthorized access to your Accounts. Remember, anyone with your User Name and Password may make transfers between your Accounts and may direct payments from your Accounts. While under certain circumstances you may avoid some or all responsibility or

liability for such transactions, such unauthorized use will, at the least, cause you inconvenience and could cost you money, as described in Section 11.

To help safeguard your Accounts, you should change your Password frequently, in accordance with the instructions provided online, and you should never write your Password anywhere. You can also change your SiteSecure information by following the on-screen instructions, and you should do so on a frequent but intermittent basis.

You are responsible for all FHB Online transfers and payments initiated by anyone you authorize to use FHB Online on your behalf by furnishing your User Name and Password or other identifying information, whether such use is pursuant to or beyond your instructions to the person given authorization to use FHB Online on your behalf. A transaction initiated by anyone so authorized will not be considered unauthorized for purposes of the rules described in Section 11 unless you have changed your Password without telling the other person the new Password and the transaction occurs after your Password has been changed.

You will need your FHB Online User Name, Password, and SiteSecure information (collectively referred to as your FHB Online "credentials") to use FHB Mobile Banking. If you use FHB Text Banking, please note that each time any of these credentials change, you will need to log on to the Mobile Banking Center to update your profile and ensure access to your service continues uninterrupted.

Use of FHB Mobile Banking requires additional security precautions. If your Mobile Device is lost or stolen, you should immediately log on to the FHB Mobile Banking Center from a conventional computer (i.e. not a Mobile Device) in order to preclude access to your accounts via FHB Mobile Banking. You can also contact us and we can block the lost or stolen Mobile Device from accessing your Accounts via FHB Mobile Banking. For Mobile Devices using a phone, text, or data plan, you should also contact your mobile service provider immediately to stop all wireless services for the lost or stolen Mobile Device.

You agree that all security procedures set forth in this Agreement for FHB Online and as modified from time to time are commercially reasonable.

7. Online Banking

Certain features of FHB Online allow you to obtain balance and transaction information for most of your Accounts and to transfer money between certain Accounts. Except for the features of FHB Online described in Sections 7.K, 7.L, and 7.M below that are the only features of FHB Online available via FHB Mobile Banking, the following features apply to FHB Online. **Notwithstanding anything to contrary in this Section 7 or elsewhere in this Agreement, transfers and payments cannot be made to or from your Investment Accounts, Trust Accounts, or Insurance Policies.**

- A. You may use FHB Online to review transaction information for most Accounts. Account balances shown will be provisional and subject to reversal if recent deposits have not been finally collected from the institution upon which the deposited item is drawn. Account balances shown for Investment and Trust Accounts may not reflect transactions pending settlement. As a result, the actual balances of your Investment and Trust Accounts might differ from the balances shown through FHB Online at any particular time.
- B. The maximum amount of any one transfer is the lesser of the current available deposit or credit balance in the source Account (plus any available credit in an associated Yes-CheckSM line of credit that may be linked to your

checking account) or \$99,999.99. If there is a minimum transfer amount provision applicable to your line of credit or credit card account, it will be stated in the applicable Credit Agreement. We reserve the right to complete or reject any attempted transfer that exceeds or is lower than the applicable limit, at our complete discretion, and, regardless of our decision in that regard, you understand that such attempted or completed transfers may subject your Account to an overdraft or overlimit fee, as stated in the pertinent Deposit Agreement or Credit Agreement.

- C. Your ability to transfer funds between certain types of deposit accounts is limited by federal law and is described in your Deposit Agreements. Preauthorized or automatic transfers or telephonic transfers (including data transmission), other transfers, order, or instructions (including online transfers) or transfers by check, draft, or similar order from your MaxiMizerSM, Money Market Checking, or Regular Savings Account to another Account or third party are limited to six per calendar month or four-week statement cycle. There is no limit on the number of transfers from your other FHB checking Accounts. In addition, we reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts for security reasons.
- D. We do not permit transfers into or out of certain Accounts. For example, you cannot transfer funds from a mortgage or personal loan, or from or into a certificate of deposit, Individual Retirement Account or Christmas Club Account, nor can you transfer funds directly from a Yes-Check Account, although you may access your Yes-Check Account through overdrafts on your linked checking Account. Funds transfers into loan accounts are credited as payments. (Important note for consumer customers - for prompt crediting of payment to your FHB credit card account, your payment must be mailed to BankCard Center, P.O. Box 29450, Honolulu, Hawaii, 96820-1850.)
- E. Each transfer made from a credit card or line of credit Account is treated as an advance from that Account and is subject to the terms of the applicable Credit Agreement. By requesting such a funds transfer, you are authorizing and directing us to take any action necessary to complete your request for an advance under your Credit Agreement, to charge the Account from which the advance is being made without your signature, and to deposit the advance into the Account you designate when you make the transfer. Advances from a credit card Account are treated as cash advances.
- F. Transfers between Accounts at FHB made on a Business Day will be processed the same day. However, we reserve the right to not complete a transfer if there are not sufficient funds in the originating Account to make the transfer, or to make the transfer but impose a special handling charge or overlimit fee. These charges have been disclosed to you in the applicable Deposit Agreements and/or Credit Agreements
- G. Transfers between Accounts at FHB made other than on a Business Day will be processed on the next Business Day.
- H. If for any reason a transfer cannot be completed, we will reverse the transfer by recrediting the amount of the transfer to the originating Account unless we notify you otherwise.
- I. A transfer between Accounts may be scheduled at a time up to 365 days in advance of the date the transfer is to be made (called a "Single Transfer"), or may be set up as an automatic recurring transfer to be made at substantially regular intervals (i.e. monthly, quarterly, etc.) in the same amount between the same two Accounts (called a "Recurring Transfer"). Recurring Transfers can only be set up by customers accessing FHB Online through our Internet website; customers using personal money management software are not able to schedule Recurring Transfers. You can cancel Single Transfers or Recurring Transfers by using online instructions provided on FHB Online. For Recurring Transfers, you can skip the next scheduled transfer, or cancel all Recurring Transfers using FHB Online. You must

transmit your request to skip or cancel transfers before 5 p.m. on the day before the Single Transfer or Recurring Transfer is scheduled to be processed. If you do not meet that deadline, FHB Online will not process your cancellation instruction and will process the transfer as originally scheduled.

- J. On the date your transfer is scheduled to be made, we will check the source Account to determine if there are sufficient funds available (or available credit, if the source Account is a credit Account from which transfers can be made) to cover the transfer. If there are, at our discretion we will process the transfer. If there are not sufficient funds (or available credit) on that date, we will either make the transfer, thereby creating an overdraft if the source Account is a checking account (or causing your Account to go over the credit limit if the source Account is a credit Account), or we may refuse to make the transfer. If we refuse to make the transfer, we may repeat the same process on the next two Business Days. If there are still not sufficient funds (or available credit) to cover the transfer after our attempts, our decision to make or to refuse to make the transfer will end our processing of the transfer. The number of attempts to process a payment may be different for Bill Pay Services. In either event, you are responsible (i) for any special handling charges or overlimit fees we may impose, and (ii) to repay any overdraft or amounts over your credit limit, as stated in the applicable Deposit Agreement or Credit Agreement.
- K. Subject to any limits that otherwise apply under this Agreement or applicable law, FHB Mobile Web allows you to view Account balances, view recent Account activity and perform searches, initiate single transfers to and from your eligible Accounts from a minimum of \$1 up to a maximum amount of \$10,000 per transaction, schedule single or recurring payments of a minimum of \$1 to payees you have already established for the Bill Pay Services within FHB Online, view/cancel upcoming and recent bill payments, and locate FHB branches and ATMs.
- L. Subject to any limits that otherwise apply under this Agreement or applicable law, FHB Mobile Application allows you to view account balances, view recent account activity and perform searches, initiate single transfers to and from your eligible Accounts from a minimum of \$1 up to a maximum of \$10,000 per transaction, schedule single or recurring payments up to a maximum of \$99,999.99 to payees you have already established for the Bill Pay Services within FHB Online, view/cancel upcoming and recent bill payments within the Bill Pay Service, and locate ATMs and FHB branches (including where applicable pinpointing the location of nearby FHB branches and ATMs using GPS capability of your Mobile Device). The exact functionality available through FHB Mobile Application varies between different types of Accounts. FHB Mobile Application is not available for all Mobile Devices. Please see fhb.com/mobile for a list of Mobile Devices that can use FHB Mobile Application.
- M. Subject to any limits that otherwise apply under this Agreement or applicable law, FHB Text Banking allows you to view account balances and recent account activity. The exact functionality available through FHB Text Banking varies between different types of Accounts.
- N. Subject to any limits that otherwise apply under this Agreement or applicable law, the Wealth Management Portal allows you to obtain detailed information about certain of your individual Investment and Trust Accounts, which may include custody statements and performance reports. The documents that are available through the Wealth Management Portal may also be provided to you in paper form. If the paper form of the documents is provided to you, the paper form will be the official version of the documents for all purposes and the documents are being made available through the Wealth Management Portal for your convenience only. We will not notify you when documents are available through the Wealth Management Portal. All of the terms and conditions in the Investment Agreements

and the Trust Agreements regarding documents available through the Wealth Management Portal will continue to apply to those documents when you access them through the Wealth Management Portal.

8. Bill Payment Service

Certain features of Bill Payment Service allow you to make payments from any FHB Checking Account (called the "Payment Account") on the terms set forth in the amendment entitled Terms and Conditions of the Bill Payment Service, all of which are incorporated herein by this reference. Please refer to the amendment for the terms and conditions applicable to the Bill Payment Service.

9. Stopping Online Payments

The rules and procedures applicable to stop payment orders relating to payments and transfers made through FHB Online are somewhat different than the rules applicable to Paper Checks you issue against your Account, and they depend upon the type of payment or transfer to be stopped. However, as with the stop payment orders you direct with regard to the Paper Checks you write against your Account, we will charge the Payment Account for the then current stop payment fee for each stop payment order you request with respect to a transfer or a Bill Payment. The fee is shown in the Deposit Agreements or Credit Agreements. Notwithstanding anything in this Agreement to the contrary, you cannot use FHB Mobile Banking to stop Bill Payments and you must access FHB Online via a conventional computer (i.e. not a Mobile Device) as provided below if you wish to cancel or stop a Bill Payment, or contact us in person, by phone, or in writing (all as outlined below and in the Deposit Account Rules and Regulations). See the amendment entitled Terms and Conditions of Bill Payment Service for more details as to stopping Bill Payments.

As an alternative to cancelling payment on a Bill Payment through FHB Online, you can stop such payments by calling 643-4343 (or 1-888-643-4343 from the continental U.S., Guam, or CNMI) or writing to us at First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, Hawaii 96805-1959. We must receive your request at least three Business Days before the Bill Payment is scheduled to be made. If you call, we may also require you to put your request in writing within fourteen days after you call.

If (1) you are not a Business Customer, (2) your order to us to stop a payment or transfer reaches us within a reasonable time to permit us to take steps to stop the payment or transfer, and (3) we do not do so, we will be liable for your losses or damages as provided in this Agreement and applicable law.

10. Periodic Statements/CheckImage Service

- A. Transaction and balance information provided online will not replace the statements that you receive from us. You will continue to receive the same regular Account statements for your Accounts on a periodic basis. These statements will, as applicable, reflect FHB Online transactions and state the amount of each transaction, the type of transfer, the Account charged or credited, and the name of the payee if a payment is involved. Regardless of whether an Account statement is provided electronically or on paper, the information on the statement will be controlling in all disputes concerning the activity on the Account. Electronic billing statements from third parties may be available through the Bill Payment Service as discussed in the entitled Terms and Conditions for Bill Payment Service.

- B. You may use the CheckImage Service to view and print online images of certain cleared transactions. Please see Online FAQs - CheckImage for more detailed instructions and limitations on the availability of checks for viewing and printing through the CheckImage Service.

11. Reporting Unauthorized Transactions---Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe that your User Name, Password, or personal identifying information has been lost, stolen, compromised, or may have been discovered by a third party, or someone has transferred or may transfer money from your Account without your permission, or any of your Accounts have been improperly accessed. Telephoning us immediately, at 643-4343 (or 1-888-643-4343 from the continental U.S., Guam or CNMI), is the best way to keep your possible losses down. Or, you may write to us at First Hawaiian Bank, FHB Online, P.O. Box 1959, Honolulu, Hawaii 96805-1959.

You could lose all the money in your Accounts (plus the credit available under your Yes-Check line of credit). If you tell us within two Business Days after you learn of the loss, theft, compromise, or discovery by a third party of your User Name or Password, or the discovery of unauthorized use, you can lose no more than \$50 if someone used your User Name and Password without your permission.

If you do NOT tell us within two Business Days after you learn of the loss, theft, compromise or discovery of your User Name or Password by a third party and we can prove we could have stopped someone from using your User Name and Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement on which the problem or error appeared was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

The rights under this Section 11 and Section 13 apply to consumers making electronic funds transfers, and do not apply to Investment Accounts, Trust Accounts, Insurance Policies, or Business Customers. Subject to applicable law, if you are a Business Customer or if an Investment Account, Trust Account, or Insurance Policy is involved, you assume the entire risk for fraudulent, unauthorized, or otherwise improper use of FHB Online, User Names, or Passwords.

12. Our Liability If We Fail to Make a Transfer or Payment

If we do not complete an Online Transfer or a Bill Payment (collectively in this Section 12 referred to as a "Transfer") to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- A. If, through no fault of ours, you do not have enough money in your Deposit Account (and, if linked to a Yes-Check line of credit, enough available credit) to make the Transfer.
- B. If any portion of the system used to access or use FHB Online was not working properly and you knew about the breakdown when you started the Transfer.

- C. If circumstances beyond our control (such as strikes, riots, fire, flood, hurricane, power failure, equipment failure, government action, computer viruses, computer hackers, etc.) prevent the Transfer, despite reasonable precautions we have taken.
- D. If you violate any law or regulation in connection with your use of FHB Online, including without limitation the sanctions laws administered by the U.S. Office of Foreign Asset Control.
- E. If you did not properly follow the terms of this Agreement or online instructions on how to make the Transfer.
- F. If you did not give us complete, correct, and current instructions regarding the Transfer.
- G. If you did not authorize a payment soon enough for the payment to be made, transmitted, received, and credited by the payee on or before the due date.
- H. If we made a timely payment but the Biller did not promptly credit your payment after receipt.
- I. If your Computer Equipment malfunctioned for any reason.
- J. If the Transfer could not be completed because the FHB Online system was unavailable, as discussed in Sections 15.E and 15.F.
- K. If we or you terminate this Agreement before a Transfer is scheduled to occur.

There may be other exceptions stated in our Agreement with you. In any case, we will not be responsible for any errors or failures due to any malfunction of your Computer Equipment or to any unsuitability or incompatibility of your Computer Equipment that may be associated with the use of an online service, regardless of the cause of the error or failure.

13. In Case of Errors or Questions About Your Electronic Transfers

Call or write to the telephone number and address shown in Section 11 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared. When reporting an error or requesting more information:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten Business Days.

We will determine whether an error occurred within ten Business Days (twenty Business Days for investigations on new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for transactions on new accounts) to investigate your complaint or question. If we decide to do this, we will re-

credit your account within ten Business Days (twenty Business Days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten Business Days, we may not re-credit your account.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three Business Days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

This section entitled "In Case of Errors or Questions About Your Electronic Transfers" does not apply if you are a Business Customer. If you are a Business Customer, you acknowledge that your ability to require the Bank to correct such errors is governed by the Deposit Agreements.

14. Sending Us Messages

While you are logged on to the FHB Online system, you have the ability to send us secure "Messages." We will not monitor our Message system continuously. Consequently, your messages to us may not be read for several hours or until the following Business Day. Therefore, you should not rely on Messages if you need our immediate attention. In such cases, call us at 844-4444 (or 1-888-844-4444). For example, if you need to stop payment on a Paper Check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request. We will not take action based on your Message requests until we actually receive and read your Message and have a reasonable opportunity to act on it.

The Message system may not be used to submit transaction requests involving Investment Accounts, Trust Accounts, or Insurance Policies. Please contact our Wealth Management Group directly to submit such transaction requests.

We cannot act on email that you send us from an external email address (i.e. email outside the FHB Online system). If you would like to contact us, send us a Message through the FHB Online system while you are logged on to the service using a conventional computer (i.e. not a Mobile Device). You cannot use email or Messages to initiate transactions on your account. Please refer to Section 19.B for additional information on using Messages to contact us.

Customers who access FHB Online using a conventional computer (i.e., not using a Mobile Device) have the ability to set up "Alert Notifications," which is a convenience feature that permits you to request a notification of specific situations and not currently available through FHB Mobile Banking. For example, you can request an Alert Notification that your account balance has exceeded a certain threshold. You are responsible to input accurate information to set up the Alert Notification. Alert Notifications do not replace standard communications you receive from us concerning your Accounts. We are not responsible for any losses, damages, or expenses that may occur if an Alert Notification is not set up properly or is not processed as a result of factors beyond our reasonable control.

FHB Text Banking messages sent via FHB Mobile Banking are limited to the specific functions permitted by the features of FHB Mobile Banking. Any attempt to send us an FHB Online Message (as described in this section and in Section 3) via FHB Mobile Banking will be ineffective and will not reach us. You must send FHB Online Messages only when logged onto the FHB Online system using a conventional computer (i.e. not using a Mobile Device) as discussed and limited above or by other traditional means of contacting us, such as telephone, mail, or in person at a FHB branch.

15. Hours of Operation---Account Updates---Cutoff Times---Scheduled Maintenance and Unscheduled Unavailability

FHB Online will generally be available to you 24 hours per day, every day of the year except during periods of scheduled or unscheduled maintenance.

- A. Account information for Deposit and Loan Accounts will be updated at about 8:00 a.m. Tuesday through Friday, excluding the day following a holiday and at about 10:00 a.m. on Saturdays, although we cannot assure that this will not occasionally be later. All times of day stated in this Agreement are normally Hawaii Standard Time (HST) but the time zones applicable to the Bill Pay Service may vary.
- B. Account information for Investment and Trust Accounts whose balances are displayed in FHB Online will be updated each Business Day when the market is open to reflect information from the prior Business Day when the market was open.
- C. Valuation information is only available for certain Insurance Policies. Valuation information, if available, will be updated on a monthly basis.
- D. All Online Transfers and Bill Payments that you complete and transmit will generally be processed shortly after 5:00 p.m. ("cutoff time") on every Business Day, although we cannot assure that this will not occasionally be later. Transactions transmitted at or after the actual cutoff time or on a day other than a Business Day will be processed at the cutoff time on the following Business Day. The cutoff time for Bill Pay Services will be as shown online in the Bill Pay Service and as stated in the amendment entitled Terms and Conditions for Bill Payment Service.
- E. Generally, weekly routine FHB Online maintenance will occur between 11:00 p.m. Saturdays and 4:00 a.m. Sundays but outages may vary depending on the Service Provider. There will also be brief daily maintenance or other unscheduled maintenance during which times FHB Online may not be available. If we need to schedule maintenance or an upgrade at other times or for longer periods, we will notify you in advance of the system unavailability.
- F. FHB Online may also be unavailable as a result of unforeseeable events, such as earthquakes, fires, floods, computer failures, interruptions in power or telephone service, or strikes, or in the event that we or the Service Provider determine that use of FHB Online does not comply with the requirements of applicable service agreements. While we and our Service Provider are dedicated to provide you with reliable FHB Online service, we cannot and do not assume responsibility for losses, damages, or expenses that may occur because the FHB Online is unavailable at any given time, even if that unavailability is unscheduled, except as otherwise provided under Section 12.

16. Fees

Once you have enrolled, you will be charged a monthly fee in accordance with the table below, whether or not you use FHB Online during the month unless, before the beginning of the month, you have cancelled your enrollment. (If joint accountholders enroll separately in FHB Online, each will be considered as a separate FHB Online user and each will be assessed the applicable monthly fee.) Monthly fees, if any, will be deducted from your Checking Account at the beginning of the month. Should your Checking Account be overdrawn or have insufficient funds to cover a monthly fee, we still charge your Checking Account for the fee and a special handling charge, or we may deduct it from any other Deposit Account.

Fees

Type of Service or Feature	Non-Business	Business
Online Banking accessed through the Internet	No charge	No Charge for Priority 1, 2, or 3 \$9.99/month for all other customers
Online Payment accessed through the Internet (includes Online Banking)	No Charge for Priority 1, 2, and 3 and Secure Checking customers \$5.99/month for all other customers	No Charge for Priority 3 \$15.99/month for all other customers
Expedited Payment Fee	Same-Day (Electronic): \$9.95/Payment Overnight (Paper): \$14.95/Payment	Same-Day (Electronic): \$9.95/Payment Overnight (Paper): \$14.95/Payment
Online Banking accessed through Quicken or QuickBooks	\$9.95/month	\$19.95/month
External Transfer Fee	\$1.00/transfer	N/A
Paper + eStatement Fee	\$5.00/month	\$5.00/month

Fees for using FHB Online are in addition to the standard charges for your Accounts that apply without regard to FHB Online service. These charges have been separately disclosed to you.

Fees and finance charges that may be imposed if a payment or transfer from a Deposit Account results in an advance from your Yes-Check Account or if a transfer is made from another Loan Account are disclosed to you in the Credit Agreements.

You are responsible to pay any other charges you may incur in connection with your use of FHB Online, such as long distance charges or Internet service provider fees.

17. Your Privacy

As described in our privacy policy, we will disclose information to third parties (including Billers and our Service Provider) about your Account(s) and the transfers you make:

- When it is necessary or helpful to enable you to use FHB Online, such as transferring funds or making payments, obtaining Account information or performing any other functions described in this Agreement.
- To resolve questions or problems regarding your other use of FHB Online.
- To verify the existence and condition of your Account for a third party, such as credit bureau or merchant.
- To comply with government agency or court orders.
- To other companies in the BancWest Corporation family of companies.

- If you give us your written permission.

You can review (and print) our complete privacy policy on our website www.fhb.com, or by clicking on the links at the top of the page.

18. Additional Information

If you log on to FHB Online through the Internet, you will be able to see information provided by third parties, which may include links to other websites. Our Service Provider may be furnishing this information and these links. However, neither the Service Provider nor we are or will be making any warranties, express or implied, regarding this information or any links to other websites, and we assume no responsibility for the accuracy, completeness, reliability, or suitability of the information provided by our Service Provider or other third parties or the information, offers, or activity found on other websites to which you may be sent via a link on FHB Online. You can follow online instructions to customize some of the information shown.

19. Amendment of this Agreement---Notices---Conflicts---Governing Law

We may change this Agreement by modifying any or all of its terms, or by adding new terms or removing some of its terms. For example, changes may include increases or decreases in the monthly fees payable under this Agreement, or the addition of new fees for other services offered under this Agreement. We will give you notice of all changes to this Agreement as set forth below. Your continued use of FHB Online will signify that you agree with the changes.

- A. We will provide you with advance notice of any change unless: (i) we believe that immediate implementation of the change is necessary to protect the security or integrity of the FHB Online system; (ii) the change is an enhancement to FHB Online; or (iii) the change does not increase your obligations or reduce your rights under the Agreement or with regard to FHB Online. All advance notices will be sent by mail addressed to the last address shown in our records for you or by email to you at the email address then reflected in your FHB Online profile. Notices other than advance notices will be provided to you by means of a message that is displayed when you log on to FHB Online, by mail addressed to the last address shown in our records for you, or by email to you at the email address then reflected in your FHB Online profile. Notices will be effective when the notice is displayed upon login to FHB Online, when the notice is deposited with the U.S. Postal Service, or when the notice is transmitted by email, unless we indicate within the notice a later effective date.
- B. All notices you furnish to us shall be sent by mail addressed to us at the address listed in Section 11, or by Messages through FHB Online while you are logged on to the system on a conventional computer (not from an external email address and not from a Mobile Device), or by using the notification address or method expressly stated in any particular section of this Agreement. Notice from any one of you will be effective for all of you. Your notices will be effective when we have had an opportunity to act upon the notice after it is received by us except as to situations in which this Agreement provides or contemplates an earlier effectiveness. Please refer to Section 14 for additional information on using Messages to contact us.
- C. If there is a conflict between the Deposit Agreements or the Credit Agreements and this Agreement with respect to the FHB Online service, this Agreement shall control.

- D. Except as set forth in an amendment to this Agreement or by online terms and conditions, Hawaii law and applicable U.S. federal law and regulations govern this Agreement, even if the laws of another jurisdiction govern your Deposit Agreements and/or Credit Agreements. You agree that any legal action that may be filed by you elsewhere will be transferred to the appropriate court in Hawaii, if we decide we want it to be transferred. The end user agreement and software license with the Service Provider may provide for the law of another state to apply.

20. Termination - Closing Non-Payment Account

If you do not log on to FHB Online for more than 90 days, we reserve the right to terminate your FHB Online service without notice. If there are any Online Transfers or Bill Payments scheduled on your Accounts, we will not terminate your FHB Online service until such transfers or payments are completed; provided, however, that you will be responsible for all Online Transfer or Bill Payments that you have requested even if the Account is closed.

21. Termination - Closing Payment Account - Severability

In addition to the termination provision in Section 20, either you or we may terminate this Agreement at any time by giving notice of termination to the other party. If either of us terminates your use of FHB Online, we reserve the right to complete payments from your Accounts that are already scheduled unless you properly and timely cancel payment on such payments as provided in Section 9.

If either you or we close the Payment Account while there are any payments pending, this will cancel all payments scheduled to be made from that Account but will not terminate this Agreement as to other Accounts. In all cases, you will remain responsible for all Online Transfers or Bill Payments that you have requested even if the Account is closed unless all Online Transfer(s) and/or Bill Payment(s) are cancelled as provided in FHB Online.

All other provisions of this Agreement shall remain in full force even if one or more provisions of this Agreement are held invalid, illegal, void, or unenforceable by any rule or law, administrative order, or judicial decision. You agree that this Agreement as made available by us online is controlling, and that changes that you might attempt to make to it by modifying it after downloading it onto your Computer Equipment will not be effective for any purpose.

Amendment of Terms and Conditions Receiving Statements Electronically (Deposit and Loan Accounts)

1. Introduction

By requesting electronic delivery of your periodic statement, you agree to the terms of this Amendment, as well as any online instructions we provide concerning electronic statements. This Amendment supplements, but does not replace, the Terms and Conditions for FHB Online and FHB Online for Business (collectively called "FHB Online"). In addition, as applicable, this Amendment supplements, but does not replace, the following: (i) the Deposit Account Rules and Regulations and Other Information ("Deposit Rules") applicable to your First Hawaiian Bank ("FHB") deposit accounts; (ii) the Yes-Check Reserve Line of Credit Account Agreement ("Yes-Check Agreement") applicable to any Yes-Check account that you have with FHB; and (iii) cardholder agreements for any MasterCard or Visa credit card that was issued to you by FHB ("Credit Card Agreement").

2. Receiving Statements Electronically

- A. **Who Can Request Electronic Statements.** You must be enrolled in FHB Online and provide us with your current email address to request electronic delivery of your statement.
- B. **Joint Accounts.** If you have a joint account, any one of the accountholders can request electronic delivery of the statement. Any one of the joint accountholders can also terminate electronic statements at any time, as described in Section IV below.
- C. **Types of Accounts with Electronic Statements.** There will be an account list in the Statement section indicating which accounts are eligible for electronic statements. If you receive a paper combined statement listing various FHB accounts, your electronic statement will continue to show the same accounts unless you have requested a change to the account included in your combined statement. If you have more than one checking account listed on a combined statement, you will only be able to select electronic statements for the primary checking account. If you request an electronic statement for the checking account to which your Yes-Check account is linked to, you will also receive your Yes-Check statement electronically (see below for special information regarding electronic Yes-Check statements).
- D. **Investment Accounts, Trust Accounts, and Insurance Policies.** Investment Accounts, Trust Accounts, and Insurance Policies are not eligible for FHB Online's electronic statement functionality described in this Amendment. To the extent that statements and other documents for Investment Accounts and Trust Accounts are available in electronic format, those documents are available through the Wealth Management Portal rather than FHB Online's electronic statement functionality.
- E. **Selecting Statement Preference.** When you request that your statement be delivered electronically by selecting the "eStatements" option, you will no longer receive paper statements. This election will continue to apply until a change in delivery methods is implemented as provided below (please see paragraph 4.A below on how to cancel electronic statements). If you want to receive both electronic and paper statements for any account(s) other than credit card accounts, you may request this by making that selection through FHB Online. The option of receiving both electronic and paper statements is not available for credit card accounts. You must choose either electronic or paper statements for credit card accounts.
- F. **Paper Statement Fee.** A fee of \$5.00/mo. will be charged each month on accounts that receive a paper statement in addition to an eStatement. There is no fee to receive either a paper statement or an eStatement. As noted above, the option of receiving both electronic and paper statements is not available for credit card accounts.
- G. **Checking Accounts: No Returned Checks.** If you receive images of your cancelled checks with your paper checking account statement, when you request electronic delivery of your statement you will automatically be enrolled in our CheckStorage service, and you will no longer receive your cancelled check images. Our CheckStorage service stores images of your cancelled checks. You can obtain imaged copies of cancelled checks by contacting any FHB branch. There is no charge for our CheckStorage service, but there is a per item fee if you request more than six image copies of cancelled checks per statement period.

- H. **Special Information for Electronic Yes-Check and Credit Card Statements.** When you receive your Yes-Check or credit card statement electronically, we will not mail you a paper billing statement. You may make payments by any method permitted under the Yes-Check Agreement or the Credit Card Agreement, as applicable.
- I. **All Other Statement Requirements Continue to Apply.** All of the terms and conditions relating to statements contained in the FHB Online Terms and Conditions, Deposit Rules, Yes-Check Agreement, and/or Credit Card Agreement (as applicable) continue to apply to your statement when it is delivered electronically. For example, you must continue to review your statement and report any errors to us within the time limits described in the FHB Online Terms and Conditions, Deposit Rules, Yes-Check Agreement, and/or Credit Card Agreement, using the date your electronic statement was delivered as the "mailing" date.

3. How to Access Electronic Statements

- A. **Notification via Email.** When your electronic statement is available for viewing, we will send you an email notification to the email address you provide to us for FHB Online. The notification will contain instructions for you to use to access your electronic statement. In order to access your electronic statement, you will need to log on to FHB Online and follow the instructions provided.
- B. **Accessing Your Electronic Statement.** In order to view your electronic statement, you will need to use the Adobe Acrobat Reader, which is available free on the Adobe website. The FHB Online Terms and Conditions contain information on the requirements necessary to access FHB Online.
- C. **Change in Your Email Address.** If you change your email address, you need to provide us with your new email address in order to continue receiving email notification that your electronic statement is available for viewing. If we receive a message indicating our email notification to you is undeliverable, we will send you a notice in the regular mail that your statement is available for viewing online and a request that you update your email address. Notice will be sent by regular mail only the first time that we receive a message indicating our email notification to you is undeliverable (i.e. if email notifications are undeliverable for multiple months, we will only send a notice by regular mail for the first month). Your statement will remain available to you electronically at FHB Online until a change in delivery methods is implemented as provided below.

4. Termination of Electronic Statements

- A. **By you.** If you decide that you would rather receive paper statements by mail, you can request that we stop delivering your statement electronically by changing your statement delivery preference for the specific account on FHB Online. If you want to have your cancelled check images returned with your paper checking account statement, you will also need to cancel CheckStorage by notifying your branch (there may be a fee for having your check images returned). If you terminate your use of FHB Online, you will be automatically converted to paper statements for your account(s). If you close an account receiving electronic statements, your closed account will be accessible in an inquiry-only status on FHB Online for thirty days after it is closed to enable you to view your final statement. We will not send you a paper statement for your final statement.
- B. **By us.** We reserve the right to stop delivering your statement electronically at any time by giving you a notice. If we close an account receiving electronic statements, your closed account will be accessible in an inquiry-only status on

FHB Online for a limited period of time after it is closed to enable you to view your final statement, and you will not be sent a final paper statement. If we decide to stop delivering your statement electronically or terminate your use of FHB Online, we will continue to send you paper statements.

Amendment of Terms and Conditions *External Transfers*

1. Introduction

This Amendment supplements, but does not replace, the following documents: (a) the Terms and Conditions for FHB Online; (b) the Deposit Account Rules and Regulations and Other Information ("Deposit Rules") applicable to your First Hawaiian Bank ("FHB") deposit accounts; (c) your Yes-Check Reserve Line of Credit Account Agreement ("Yes-Check Agreement"), if you have a Yes-Check Reserve Line of Credit account ("Yes-Check Account"); and (d) the agreements governing your FHB Loans (as defined in Section 2 below) ("Loan Agreements"). By using the External Transfer function of FHB Online, you agree to the terms of this Amendment, as well as any online instructions we provide concerning External Transfers. To the extent that any conflict arises between this Amendment and the Deposit Rules, the Yes-Check Agreement, or the Loan Agreements, this Amendment will control. This Amendment does not apply to Bill Payments.

2. Authorization for Electronic Funds Transfer

By requesting and using the External Transfer and Related Services function of FHB Online, you authorize FHB to do the following depending on the type of transfer you request: (a) debit your account at the financial institution you designate and credit that amount to your deposit account at FHB or your FHB Loan; (b) debit your deposit account at FHB and transfer those funds to the account you designate; or (c) make other money-management services available to you. You also acknowledge that all your requests for External Transfers must comply with the provisions of U.S. law. For purposes of this Amendment, "FHB Loan" means a loan or extension of credit, including without limitation mortgage loans, credit cards, installment loans, and lines of credit, that was made to you by FHB and that appears in the list of accounts on the "Manage Accounts" tab in FHB Online. Certain loans and extensions of credit are ineligible for payment using an External Transfer. Those ineligible loans and extensions of credit will not appear in the list of accounts on the "Manage Accounts" tab in FHB Online.

3. Types of External Transfers; Cancelling External Transfers

- A. Description of External Transfers. The External Transfer function of FHB Online allows you to do the following: (i) transfer funds from your FHB deposit account to another deposit account; (ii) transfer funds from your deposit account at another financial institution into your FHB deposit account; and (iii) transfer funds from your deposit account at another financial institution to your FHB Loan, which will be credited as a payment on your FHB Loan. These types of transfers are referred to collectively as "External Transfers." External Transfers will be validated as described in the online instructions we provide.
- B. Using an External Transfer to Make a Payment on an FHB Consumer Credit Card. Important note for consumer customers: for prompt crediting of payment to your FHB credit card account, your payment must be mailed to BankCard Center, P.O. Box 29450, Honolulu, Hawaii, 96820-1850.

- C. Single or Recurring External Transfers. An External Transfer may be scheduled at a time up to 365 days in advance of the date the transfer is to be made (called a "Single External Transfer"), or may be set up as an automatic recurring transfer to be made at substantially regular intervals (i.e. monthly, quarterly, etc.) in the same amount between the same two accounts (called a "Recurring External Transfer"). External Transfers can only be set up by customers accessing FHB Online through our Internet website; customers using personal money management software are not able to request External Transfers.
- D. Cancelling External Transfers. You can cancel External Transfers by using online instructions provided on FHB Online. For Recurring External Transfers, you can skip the next scheduled External Transfer, or cancel all Recurring External Transfers using FHB Online. You must transmit your request to skip or cancel a Recurring External Transfer before 7 p.m. (Hawaii time) on the Business Day before the day the External Transfer is scheduled to occur. If you do not meet that deadline, FHB Online may not have sufficient time to process your cancellation instruction, which means your External Transfer may be processed as you originally scheduled.
- E. External Transfers and Other Services via Popmoney. FHB may offer you the ability to obtain External Transfers and communicate with others regarding payments to or from your account via mobile phone number (text messaging) and email address using a service called Popmoney (collectively "Popmoney Services"). If you elect to obtain External Transfers using Popmoney or other Popmoney Services, you agree to the following additional terms and conditions:
1. You must sign up if you would like to use the Popmoney Services. You must have a valid email address and mobile phone number in order to use the service. Your mobile phone must be enabled for SMS (text-messaging). Standard text messaging rates from your mobile phone provider will apply. You are solely responsible for the costs of mobile phone, text messaging, and email access to the Popmoney Services.
 2. Standard External Transfers fees apply for Popmoney Services, which may change from time to time upon notice as required by law. See Section 7 of this Amendment for details.
 3. You may request debits from your account to fund transactions made using Popmoney. If you do not have sufficient funds in your account to cover the External Transfer, FHB will follow the procedure set forth in Section 7.J of this Agreement for other FHB Online services. All fees and charges associated with the account activity, including without limitation NSF fees, will be charged for Popmoney Services if applicable.
 4. Popmoney funds not deposited by the recipient within ten days will be returned to your account. The number of days is subject to change. Likewise, if you are using the Popmoney Services to make a deposit into your account at FHB but the deposit is not completed or funds are otherwise not received by FHB, we may debit any of your other accounts at FHB for the incomplete deposit.
 5. FHB may limit the amount and number of Popmoney transactions that may be requested at any time or services that you may receive through Popmoney. See Section 5 of this Amendment (Limitations on External Transfers and Other Popmoney Services) for details. These limits are subject to change without prior notice. In its sole and absolute discretion, FHB may provide higher or lower limits on a case by case basis. You agree to comply

with all such rules and limits as they may change from time to time.

6. The Popmoney Services will be provided using technology that meets industry standards for security, including without limitation challenge questions and identity verification. These procedures are not guaranteed in any way, and FHB makes absolutely no representation concerning the accuracy or privacy of any information supplied via email, mobile phone, or other systems using the Popmoney Services.
7. Without limiting the foregoing, you accept full responsibility for any communications you initiate or receive through or in connection with Popmoney Services, you are solely responsible and will ensure that the correct and current email address or mobile phone number of the intended recipient are used when requesting Popmoney Services, and we will have no responsibility or liability for any third party's failure to deliver or perform any products or services offered to you through Popmoney Services. You will not be able to retrieve your funds in the case of a dispute or if you provide an incorrect email address or mobile phone number.
8. In all cases, you bear full responsibility for and we will have no liability for External Transfers to or from your account at FHB, including those through the Popmoney Services, or third-party transactions or communications processed or received through or in connection with any other Popmoney Services.

4. Eligibility for External Transfers

Consumer and business customers are able to use the External Transfer function of FHB Online to transfer funds from a customer's deposit account at another financial institution to the customer's FHB Loan, thereby making a payment on the customer's FHB Loan. All other External Transfers are available to consumer customers only. Business customers who wish to make such External Transfers should contact their FHB branch to discuss other services that are available to transfer funds. External Transfers can only be made from the types of FHB deposit accounts listed in the online instructions we provide.

5. Limitations on External Transfers and Other Popmoney Services

There are dollar, frequency, and other limitations on External Transfers and other Popmoney Services.

- A. Dollar Limitations. Please see our website for the dollar limitations that apply to External Transfers and other Popmoney Services.
- B. Our Right to Reject External Transfers. At our complete discretion we reserve the right to complete or reject any attempted External Transfer that exceeds, equals, or is lower than the applicable limit, or for any other reason whatsoever, and, regardless of our decision in that regard, you understand that such attempted or completed External Transfers that exceed or are lower than the applicable limit may subject your account to an overdraft fee, as stated in the Deposit Rules.
- C. Frequency Limitations. Your ability to transfer funds from an FHB Money Market Checking account is limited by federal law. Preauthorized or automatic transfers, or telephonic transfers (including data transmission), other transfers, orders, or instructions (including online transfers) or transfers by check, draft, or similar order from an FHB Money Market Checking account to another account or third party are limited to six per calendar month or four-

week statement cycle. There is no limit on the number of transfers from other types of FHB checking accounts.

- D. **Other Limitations.** We reserve the right to limit the scope of Popmoney Services, including the frequency and dollar amount of transactions from any of your accounts for security reasons. In addition, it is possible that your Accounts and your accounts at other financial institutions are subject to limitations that will affect your ability to conduct your requested External Transfers or other Popmoney Services. We may also receive notice that other financial institutions or our service providers may refuse to accept or process External Transfers or other Popmoney Services, in which case we will not complete External Transfers or other Popmoney Services involving these institutions or service providers. This may occur without prior notice. FHB will not be liable to you for any External Transfer or other Popmoney Services that cannot be provided or completed in accordance with your instructions due to limitations imposed by other financial institutions, limitations imposed by our service providers, or limitations that we may impose based on our exercise of discretion concerning the External Transfer or Popmoney Services. You are solely responsible for ensuring that the External Transfer involves an eligible institution, and you bear the sole risk that an External Transfer may be rejected because the transfer does not involve an eligible institution. If an External Transfer involves a prepaid debit card issued through an institution that is not eligible for External Transfers, you will not be able to register the prepaid debit card or transfer funds to the prepaid debit card. Upon your reasonable request we will provide information as to whether an account or prepaid debit card is or may be subject to an Eligible Transfer.

6. Processing External Transfers

- A. **Checking for Sufficient Funds.** On the date your External Transfer is scheduled to be made, we will check your designated FHB deposit account to determine if there are sufficient funds available to cover the External Transfer. If there are sufficient funds, at our discretion we will process the External Transfer. If there are not sufficient funds on that date, we will either make the External Transfer, thereby creating an overdraft, or we may refuse to make the External Transfer. If we refuse to make the External Transfer, we will repeat the same process on the next Business Day. If there are still not sufficient funds to cover the External Transfer after our second attempt, our decision to make or to refuse to make the External Transfer will end our processing of the External Transfer. In either event, you are responsible (i) for any special handling charges we may impose, and (ii) to repay any overdraft, as stated in the Deposit Rules.
- B. **Yes-Check Accounts.** If the account you designate for the External Transfer has a Yes-Check Account linked to it and your designated account does not have sufficient funds to cover an External Transfer you have requested, your Yes-Check Account available balance will only be used for External Transfer requests that are scheduled in advance. If you request an immediate External Transfer, your Yes-Check Account available balance will not be used to conduct your requested External Transfer.
- C. **Non-Business Day Requests.** External Transfers requested on a non-Business Day will be processed the previous Business Day.

- D. Reversing External Transfers. If for any reason an External Transfer cannot be completed, we will reverse the External Transfer by re-crediting the amount of the requested External Transfer to your account unless we notify you otherwise.

7. External Transfer Fee

In addition to the normal fees for your deposit accounts and FHB Online, there is a fee of \$1.00 that we will impose for External Transfers for each transfer from your FHB deposit account (which includes External Transfers used to move funds between FHB deposit accounts). There is no fee for using the "Transfer" function of FHB Online to transfer funds between your own accounts at FHB. There is also no fee for External Transfers that transfer funds into your FHB deposit account or your FHB Loan account from other financial institutions.

8. Other Important Information

Please refer to the FHB Online Terms and Conditions for other information about the FHB Online service, such as information about your liability for unauthorized transactions or how to report unauthorized transactions. Unless described otherwise in this Amendment, all of the information in the FHB Online Terms and Conditions is the same and applies to External Transfers.

To report any unauthorized transactions, please call us immediately at 643-4343 (or 1-888-643-4343 from the continental U.S., Guam, or CNMI).

If you have a problem or question about your account at another financial institution, please contact your other financial institution directly. Please remember that use of your account at another financial institution is subject to that financial institution's rules and regulations governing your account, and we are not liable or responsible for any cost or losses incurred as a result of your External Transfer requests from and/or into such accounts.

Amendment of Terms and Conditions Priority Rewards & Priority Destinations Business Credit Cardholders Only

1. Introduction

This Amendment supplements, but does not replace, the Terms and Conditions for FHB Online applicable to your First Hawaiian Bank ("FHB") Priority Rewards and Priority Destinations Business Credit Card Account ("Business Credit Card Account"). In addition to the terms and conditions in this Amendment, all terms and conditions in the Agreement that are applicable to a "Business Customer" apply to your use of FHB Online in connection with your Business Credit Card Account. By enrolling in and/or using FHB Online, or authorizing another to use the service, you agree to the terms of this Amendment, including online instructions we provide.

2. Enrolling in FHB Online

If you are unable to enroll online in FHB Online, you will need to complete the enrollment application found on our website (www.fhb.com/online-enroll.htm), print it, and mail or deliver it to us. If you enroll by mail or in person, FHB Online will be available for your use when you first log on to the service after we have had an opportunity to act upon your enrollment application. The security procedures in Section 6 of this Agreement apply to your enrollment and use of FHB Online.

3. What You Can Do With FHB Online

Certain features of FHB Online allow you to obtain balance and transaction information for your Business Credit Card Account and to transfer money between certain Accounts. Notwithstanding anything to the contrary in the Agreement, your use of FHB Online is limited to the following features as it pertains to your Business Credit Card Account:

- A. If you are the Business Customer that is the owner of the Business Credit Card Account, you may use FHB Online to:
 - 1. Review all transaction information on the Business Credit Card Account, subject to the terms and conditions in Section 7 of the Agreement.
 - 2. Make transfers to the Business Credit Card Account from certain Accounts you maintain with us, subject to the terms and conditions in Section 7 of the Agreement.
- B. If you are a Business Customer that is an individual cardholder on the Business Credit Card Account, you may use FHB Online to review your individual transaction information on the Business Credit Card Account, subject to the terms and conditions in Section 7 of the Agreement.

4. Conflicts

In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control, but only with respect to the subject matter in this Amendment.

Amendment of Terms and Conditions Mobile Remote Deposit Capture Service

This Amendment applies to the First Hawaiian Bank Mobile Remote Deposit Capture Service ("Service"), which is part of the FHB Online services. This Amendment supplements, but does not replace, the Terms and Conditions of FHB Online Services ("Terms") and the Deposit Account Rules and Regulations and Other Information for Personal Accounts ("Deposit Agreement"). In this Amendment, the words "you" and "your" refer to the Service user who has enrolled in this Service, and the words "we", "us", and "our" refer to First Hawaiian Bank.

1. General Description of the Service

You may use the Service to make deposits to your checking and money market accounts (collectively "Account") through an FHB Mobile Application by using a supported Mobile Device to scan and transmit images of checks to us or our processor.

2. Eligibility Requirements; Permitted Deposits

- A. Service Eligibility. To be eligible for use of the Service, you must be designated as the owner or authorized signor of the Account, the Account must be in good standing at all times, and you and the Account must meet our current eligibility criteria. You must continue to comply with the eligibility criteria in order to remain eligible to use the Service. We reserve the right to establish limits on the amount and frequency of deposits you can make through the Service, and if one or more of your deposits exceed those limits, the deposit(s) will not be processed. If we permit

you to make a deposit in excess of these limits, that deposit will still be subject to the terms of this Amendment, and we will not be obligated to allow such a deposit at other times.

- B. Service Requirements and Limitations. To use the Service, you must subscribe to the FHB Online Service. To enroll in and access the Service, you will need to have an FHB Mobile Application and a supported Mobile Device. You must comply with the Mobile Device hardware and FHB Mobile Application software requirements and any security procedures contained in those requirements and this Amendment. Your failure to comply with those requirements may result in you being unable to complete a deposit. We reserve the right to change the requirements to use and access the Service at any time without notice, including imposing additional requirements to maintain the appropriate level of security for the Service. We are not responsible for any loss or damages resulting from any errors or failures of your Mobile Device, including any Mobile Device virus or malware attack, any attack by a person attempting to gain unauthorized access to your Mobile Device, or any Mobile Device network problems you encounter when you use the Service. When you use the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.
- C. Eligible and Ineligible Items. You agree to scan and deposit only "checks" as that term is defined in Regulation CC of the Federal Reserve Board ("Regulation CC"). You also agree that the image of the check transmitted to us will be deemed an "item" within the meaning of Articles 3 and 4 of the Hawaii Uniform Commercial Code. In order for us to accept and process your deposit, it must:
- Be an original paper check payable to and endorsed by you;
 - Be payable in U.S. dollars at a financial institution in the U.S.;
 - Be dated within six (6) months prior to deposit date;
 - Have all fields completed; and
 - Be legible and in good condition.

You agree that you will not deposit any of the following ineligible items which are checks that:

- Are payable to someone other than you (e.g., a third-party check);
- Have been altered in any way, are fraudulent or otherwise not authorized;
- Are payable to you jointly with one or more other persons;
- Were previously converted to a "substitute check", as defined in Regulation CC;
- Are drawn on a financial institution located outside the U.S.;
- Are "remotely created checks", as defined in Regulation CC;
- Are not payable in United States currency;
- Are dated more than six (6) months prior to the date of deposit;
- Are postdated;
- Are prohibited by our current Service procedures or otherwise not acceptable under the Deposit Agreement;
- Are payable on sight or payable through drafts, as defined in Regulation CC;
- Have an endorsement on the back other than as specified in this Amendment;
- Are drawn or issued by the U.S. Treasury Department;

- Have been previously deposited with us or any other financial institution, including checks that have been returned unpaid (other than checks returned unpaid because the image quality is insufficient for the Service);
- Are drawn on another account owned by you;
- Are traveler's checks;
- Are money orders; or
- Are postal orders.

3. Use of the Service

- A. Endorsements. You agree to endorse each check transmitted through the Service with the endorsement "For mobile deposit only, First Hawaiian Bank account #_____" or any other endorsement that we require. In addition, you must write the word "Mobile Deposit" in the space at the top of the front of the check above the payee line.
- B. Creation and Transmission of Check Images. Using a supported Mobile Device, you will create an electronic image of the front and back of a check endorsed as required by Section 3.A and transmit the images and associated deposit information, including information captured from the magnetic ink character recognition ("MICR") line, to us or our designated processor for our review and processing. The images of an item transmitted to us using the Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. Once you transmit images using the Service, you will receive a notice on your Mobile Device acknowledging transmission of the images ("Transmission Notice"). The Transmission Notice does not mean that the transmission was error free, that the images were received by us or our processor, or that the check is eligible for processing, is considered a deposit, or has been credited to your Account. The Transmission Notice only means that the image has been sent to us or our processor by your Mobile Device.
- C. Prohibition on Duplicate Deposits. Once you transmit an image of a check for deposit, you agree you will not try to deposit that check again through the Service or otherwise deposit it or present it for payment with us or any other financial institution or person, unless we send you a notice saying that your deposit cannot be processed through the Service, as described in Section 3.E below.
- D. Receipt of Items. Checks and items you submit through the Service will be deemed "received" by us for deposit based on the time of receipt as well as receipt of an image that is complete, is usable, and meets all of the other requirements for remote deposits contained in this Amendment, including without limitation the standards described in Section 2.C above. A check that we receive by 5:00 P.M. Hawaii Standard Time ("HST") on a Business Day will be deemed to have been received on that Business Day. If we receive the deposit after that time or on a day that is not a Business Day, the deposit will be deemed to have been received by us on the next Business Day. We are not responsible for items we do not receive, such as an image that is dropped during transmission.

- E. Review of Items. All checks and items submitted by you through the Service are subject to our verification and final inspection process. We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you. If the check is eligible for processing in accordance with this Amendment, we will present the check, either in electronic form or as a substitute check, directly or indirectly to the bank the paper check was drawn upon or payable through, or we will present or post the check if we are the paying bank. The manner in which any item transmitted through the Service is cleared, presented for payment, and collected shall be in our sole discretion, subject to the terms and conditions of the Deposit Agreement which governs your Account. If we are not able to accept your deposit for any reason, such as the image is blurry, we cannot read the MICR line, or your deposit is not eligible, we will send a notice that your deposit could not be processed through the Service. If the check is eligible for processing in accordance with this Amendment but there is a discrepancy between the check and the information that you submitted regarding the check, we have the right to process the check in accordance with the information on the check and to make such adjustments to your Account as are necessary to correct the discrepancy. We will provide you with notice of any such adjustment.
- F. Availability of Funds. Funds deposited using the Service will be made available to you in accordance with the funds availability policy in the Deposit Agreement. Funds deposited using the Service will be treated as deposits by mail for purposes of applying the funds availability policy in the Deposit Agreement. Notwithstanding the foregoing, you acknowledge and agree that the funds availability rules of Regulation CC do not apply to checks you deposit through the Service.
- G. Status Information Provided by an FHB Mobile Application. After you transmit images using the Service, you will be able to obtain information about the status of your deposit using an FHB Mobile Application. This information is for your convenience only and is subject to change. For example, if a deposit that an FHB Mobile Application identifies as approved is subsequently discovered to involve an ineligible item, we have the right to withdraw our approval and notify you that your deposit cannot be processed through the Service.
- H. Disposal of Transmitted Items. You agree to retain each check that you transmit under this Amendment for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check unless we send you a notice that your deposit of that check could not be processed through the Service. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to provide it to us within one (1) Business Day following receipt of our request. If we send you a notice that your deposit could not be processed through the Service, you may visit any of our branches for further information about how you might be able to deposit the check.
- I. Errors. You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than thirty (30) days after your Account statement is sent to you. Unless you notify us within the 30-day period, the Account statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
- J. Chargebacks. If a check that you deposit through the Service and we credit to your Account is subsequently returned to us or is subsequently determined not to be an eligible item, we have the right to charge back that check to your Account at any time. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of a returned or ineligible item.

4. Our Agreement

Your enrollment in and use of the Service constitutes your acceptance of and agreement to the terms and conditions of this Amendment. This Amendment is part of the Terms and the Deposit Agreement and applies specifically to your use of the Service. You acknowledge and agree that the terms "check" and "item" in the Deposit Agreement include the images you make for deposit through the Service. Unless otherwise noted, if there is any conflict between the Terms and/or the Deposit Agreement and the provisions of this Amendment, this Amendment will govern your use of the Service. Terms defined in the Terms will have the same meaning in this Amendment, unless separately defined in this Amendment. This Amendment is subject to change from time to time, and we will notify you of any change as provided in the Terms. We reserve the right, in our sole discretion, to add features, eliminate features, or modify features of the Service from time to time. Any change will begin to apply upon the effective date of the change, and will apply to your future use of the Service, and your continued use of the Service will indicate your acceptance of any changes to the Service.

5. Security Procedures

You agree to the security procedures used by us in connection with the Service, and you agree that you will not use the Service if you do not agree that our security procedures are commercially reasonable with respect to the size, type, and frequency of the deposits you make through the Service. Our security procedures are contained in this Amendment and in other documentation provided to you with the Service. As part of our security procedures, we use authentication technologies such as user names and passwords that we may provide to you or we may require you to provide to us. You are responsible for maintaining the confidentiality and security of the security information. If you think or know someone has obtained any of that security information, you must notify us as soon as possible. You are solely responsible for losses you incur for transactions you initiate before we receive your notification and have had a reasonable opportunity to act on your notification.

6. Service Fees

We reserve the right to charge fees for the Service. We will provide you with notice of such fees.

7. Your Promises and Indemnification

You promise us that:

- You will not transmit any ineligible items.
- You will not transmit duplicate items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of any check you transmit to us is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
- You will not re-deposit or re-present the original item.
- All information you provide to us is accurate and true.

- You will comply with this Amendment and all applicable rules, laws, and regulations in using this Service.

You agree to indemnify, defend, and hold us harmless from any loss resulting from your breach of these promises, including any loss or costs we incur as a result of accepting and processing a check or item you submit to us through the Service.

8. Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Service, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

9. Suspension or Discontinuance of Service

We reserve the right to change, suspend, or discontinue the Service, in whole or in part, or to terminate your use of the Service, in whole or in part, immediately and at any time without notice to you.

10. Enforceability

We may waive enforcement of any provision of this Amendment. No waiver of a breach of this Amendment shall constitute a waiver of any prior or subsequent breach of the Amendment. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Amendment. In the event that any provision of this Amendment shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Amendment shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

11. Ownership & License

You agree that we or our licensors retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Amendment. Your breach of this Amendment immediately terminates your right to use the Service. You may not use the Service: (a) in any anti-competitive manner; (b) for any purpose which would be contrary to our business interest; or (c) to our actual or potential economic disadvantage. You may not copy, reproduce, distribute, or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

12. Disclaimer of Warranties

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (D) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

13. Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

Amendment of Terms and Conditions Statement Rewards

1. Introduction

This Amendment applies to and governs the Statement Rewards Program ("Statement Rewards"). By redeeming, participating in, or taking advantage of any Offer (as defined below) that you receive through Statement Rewards, you agree to be bound by this Amendment. This Amendment supplements, but does not replace, the Terms and Conditions for FHB Online and FHB Online for Business. In addition, as applicable, this Amendment supplements, but does not replace, the following: (a) the Deposit Account Rules and Regulations and Other Information ("Deposit Rules") applicable to your First Hawaiian Bank ("FHB") deposit accounts; and (b) cardholder agreements for any MasterCard or Visa credit card that was issued to you by FHB ("Credit Card Agreement").

2. Program Administrator

Statement Rewards is administered by a third party ("Program Administrator"). FHB does not administer Statement Rewards.

3. Statement Rewards

All FHB personal checking accounts with a debit card, all FHB business checking accounts with a debit card, and all FHB personal credit card accounts are included in the Statement Rewards with the exception of any such FHB accounts established in Guam or CNMI, which are effectively excluded from Statement Rewards. The foregoing exclusion does not in any way excuse the holder of any such FHB accounts established in Guam or CNMI from complying with its contractual obligations to FHB under the Terms and Conditions for FHB Online and FHB Online for Business, the Deposit Rules, and the Credit Card Agreement, as applicable. Statement Rewards provides you with offers (each, an "Offer") from participating merchants ("Merchants") based on transactions that you make using an FHB personal debit card, an FHB business debit card, or an FHB personal credit card. Some offers are displayed within your list of transactions on your account activity page on FHB Online ("Inline Offers"). Other offers are only visible when you click on the Statement Rewards graphic that appears on your account activity page on FHB Online ("Dashboard Offers"). After you satisfy all applicable terms and conditions of an Offer, a credit ("Credit") will be posted to (a) your deposit account associated with the debit card that was used to make the purchase that generated the Offer or (b) your credit card account associated with the credit card that was used to make the purchase that generated the Offer. The Offer will identify the amount of the Credit that you will receive. Please see the Frequently Asked Questions regarding Statement Rewards ("Statement Rewards FAQ") for additional information about Statement Rewards.

4. Terms and Conditions for Specific Offers

In addition to the terms and conditions applicable to all Offers, such as this Amendment, there are terms and conditions that are only applicable to specific Offers. Terms and conditions that are only applicable to a specific Offer will be displayed in connection with that Offer. You must comply with all terms and conditions applicable to an Offer in order to receive a Credit for that Offer. Offers may be discontinued at any time by FHB or the Program Administrator.

5. No Endorsement

FHB does not endorse or recommend any Offer made available to you through Statement Rewards or any Merchant associated with an Offer. Any decision to redeem, participate in, or take advantage of an Offer is made solely at your own risk.

6. Links to Other Websites

As part of participating in Statement Rewards, you might be presented with links to other websites. FHB does not make any warranties, express or implied, regarding any third party information or any links to other websites, and FHB assumes no responsibility for the accuracy, completeness, reliability or suitability of the information provided by third parties or information, software (if any), offers or activity found on other websites that may be linked to our website.

7. Release

To the maximum extent permitted by law, you hereby release and agree to hold harmless FHB and its officers, directors, employees, parent company, affiliates, subsidiaries, consultants, and agents from any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or in any way relating to you redeeming, participating in, or taking advantage of an Offer.

8. Compliance with Laws

You agree to comply with all applicable laws, rules, regulations, and ordinances in connection with participating in Statement Rewards and redeeming, participating in, or taking advantage of any Offers, including without limitation purchasing any goods or services that are the subject of an Offer and participating in any services that are the subject of an Offer.

9. Fraud

You agree that FHB and the Program Administrator have the right to refuse to award any and all Credits that are determined to have been obtained through fraud or dishonesty.

10. Turning off Statement Rewards

You may turn off Statement Rewards at any time. Turning off Statement Rewards prevents Inline Offers from appearing within your list of transactions on FHB Online. Dashboard Offers will continue to be accessible but only if you click on the Statement Rewards graphic on your transaction activity page on FHB Online. Please see the Statement Rewards FAQ for information about how to turn off Statement Rewards. If you turn off Statement Rewards, you may subsequently turn Statement Rewards on again. The Statement Rewards FAQ explains how to turn Statement Rewards back on.

11. Termination

We reserve the right, in our sole discretion, to terminate your participation in Statement Rewards immediately if you violate any of your agreements with us, including without limitation this Amendment, or if FHB and/or the Program Administrator no longer offers Statement Rewards.

Amendment of Terms and Conditions Bill Payment Service

1. Service Definitions

- A. "Bill Pay Agreement" means these terms and conditions of the bill payment service.
- B. "Bill Pay Service" means the bill payment service offered through Service Provider as the designated service provider of First Hawaiian Bank.
- C. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- D. "Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.
- E. "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- F. "Payment Instruction" is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- G. "Payment Account" is the checking account from which bill payments will be debited.
- H. "Prohibited Payment" means the following types of payments that are prohibited through the Bill Pay Service (and First Hawaiian Bank and Service Provider have the right but not the obligation to monitor for, block, cancel, and/or reverse such payments):
 - 1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
 - 2. Payments that violate any law, statute, ordinance, or regulation; and
 - 3. Payments that violate the FHB Online Terms and Conditions; and
 - 4. Payments related to (1) tobacco products, (2) prescription drugs and devices, (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety, (4) drug paraphernalia, (5) ammunition, firearms, or firearm parts or related accessories, (6) weapons or knives regulated under applicable law, (7) goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity, (8) goods or services that are sexually oriented, (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (10) goods or services that defame, abuse, harass, or threaten others, (11)

goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous, (12) goods or services that advertise, sell to, or solicit others, or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction, and

5. Payments related to gambling, gaming, and/or any other activity with an entry fee and a prize, including but not limited to casino games, sports betting, horse or dog racing, lottery tickets, or other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), and sweepstakes; and
6. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes, or multi-level marketing programs, (2) are associated with purchases of real property, annuities, or lottery contracts, lay-away systems, off-shore banking, or transactions to finance or refinance debts funded by an account accessed by the Payment Account, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with money service business activities including without limitation the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
7. Payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including without limitation stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property); and
8. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, First Hawaiian Bank or Service Provider may also block and/or reverse payments that involve donations or payments to an unauthorized charity or nonprofit organization. In no event shall First Hawaiian Bank or Service Provider be liable for any claims or damages resulting from your scheduling of Prohibited Payments.

9. "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. In the case of laser drafts, however, the Scheduled Payment Date will be the date on which the draft clears the Payment Account.
10. "Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

2. Description of Service

These Bill Payment Service Terms and Conditions explain the terms and conditions by which First Hawaiian Bank, through its designated service provider (Fiserv Solutions, LLC, identified here as "Service Provider"), provides a service ("Bill Pay Service") that enables you to receive, view, and pay bills through the FHB online banking website or mobile banking (collectively "Site"). The payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment). The Bill Pay Service reserves the right to select the method in

which to remit funds on your behalf to your Biller.

3. Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Pay Service is offered when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date sooner than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Payment Account may be debited earlier than the Scheduled Payment Date. The Bill Pay Service uses a payment calendar that reflects Continental U.S. processing dates and times so please adjust delivery dates for Guam/CNMI payments accordingly.

4. Bill Pay Service Guarantee

Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Pay Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

5. Payment Authorization and Payment Remittance

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Pay Service to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will use its best efforts to make all your payments properly. HOWEVER, NEITHER FIRST HAWAIIAN BANK NOR SERVICE PROVIDER SHALL INCUR LIABILITY, AND ANY SERVICE GUARANTEE SHALL BE VOID, IF THE BILL PAY SERVICE IS UNABLE TO COMPLETE ANY PAYMENTS INITIATED BY YOU BECAUSE OF THE EXISTENCE OF ANY ONE OR MORE OF THE FOLLOWING CIRCUMSTANCES:

- A. IF, THROUGH NO FAULT OF THE BILL PAY SERVICE, YOUR PAYMENT ACCOUNT DOES NOT CONTAIN SUFFICIENT FUNDS TO COMPLETE THE TRANSACTION OR THE TRANSACTION WOULD EXCEED THE CREDIT LIMIT OF YOUR OVERDRAFT ACCOUNT;
- B. THE PAYMENT PROCESSING CENTER IS NOT WORKING PROPERLY AND YOU KNOW OR HAVE BEEN ADVISED BY THE BILL PAY SERVICE ABOUT THE MALFUNCTION BEFORE YOU EXECUTE THE TRANSACTION;
- C. YOU HAVE NOT PROVIDED THE BILL PAY SERVICE WITH THE CORRECT PAYMENT ACCOUNT INFORMATION OR THE CORRECT NAME, ADDRESS, PHONE NUMBER, OR ACCOUNT INFORMATION FOR THE BILLER; AND/OR,
- D. CIRCUMSTANCES BEYOND CONTROL OF THE BILL PAY SERVICE (SUCH AS, BUT NOT LIMITED TO, FIRE, FLOOD, OR INTERFERENCE FROM AN OUTSIDE FORCE) PREVENT THE PROPER EXECUTION OF THE TRANSACTION AND THE BILL PAY SERVICE HAS TAKEN REASONABLE PRECAUTIONS TO AVOID THOSE CIRCUMSTANCES.

PROVIDED NONE OF THE FOREGOING EXCEPTIONS ARE APPLICABLE, IF THE BILL PAY SERVICE CAUSES AN INCORRECT AMOUNT OF FUNDS TO BE REMOVED FROM YOUR PAYMENT ACCOUNT OR CAUSES FUNDS FROM YOUR PAYMENT ACCOUNT TO BE DIRECTED TO A BILLER IN A MANNER THAT DOES NOT COMPLY WITH YOUR PAYMENT INSTRUCTIONS, THE BILL PAY SERVICE SHALL BE RESPONSIBLE FOR RETURNING THE IMPROPERLY TRANSFERRED FUNDS TO YOUR PAYMENT ACCOUNT AND FOR DIRECTING TO THE PROPER BILLER ANY PREVIOUSLY MISDIRECTED TRANSACTIONS, AND, IF APPLICABLE, FOR ANY LATE PAYMENT RELATED CHARGES.

6. Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Pay Service is offered. There is no charge for canceling or editing a Scheduled Payment. Cutoff times for cancelling or editing Scheduled Payments may vary. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited and therefore a stop payment request must be submitted.

7. Stop Payment Requests

The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact First Hawaiian Bank Customer Service. Although the Bill Pay Service will make every effort to accommodate your request, the Bill Pay Service will have no liability for failing to do so. The Bill Pay Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable First Hawaiian Bank fee schedule.

8. Prohibited Payments

The Bill Pay Service shall not be used for Prohibited Payments. THE BILL PAY SERVICE HAS NO OBLIGATION TO RESEARCH OR RESOLVE ANY CLAIM RESULTING FROM A PROHIBITED PAYMENT; ALL RESEARCH AND RESOLUTION FOR ANY MISAPPLIED, MIS-POSTED OR MISDIRECTED PAYMENTS WILL BE YOUR SOLE RESPONSIBILITY AND NOT THE RESPONSIBILITY OF FIRST HAWAIIAN BANK OR SERVICE PROVIDER. IN NO EVENT SHALL FIRST HAWAIIAN BANK OR ITS SERVICE PROVIDER BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR SCHEDULING OF PROHIBITED PAYMENTS. THE SERVICE GUARANTEE AS IT APPLIES TO ANY LATE PAYMENT RELATED CHARGES IS VOID WHEN PROHIBITED PAYMENTS ARE SCHEDULED AND/OR PROCESSED BY THE BILL PAY SERVICE. THE BILL PAY SERVICE HAS NO OBLIGATION TO RESEARCH OR RESOLVE ANY CLAIM RESULTING FROM A

PROHIBITED PAYMENT.

9. Bill Delivery and Presentment

The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

- A. Presentation of electronic bills - You will receive electronic bills from a Biller only if both (a) you have designated it in the Bill Pay Service as one of your Billers and (b) the Biller has arranged with Service Provider to deliver electronic bills. The Bill Pay Service may then present you with electronic bills from that Biller if either (1) you affirmatively elect online within the Bill Pay Service to receive electronic bills from the Biller or (2) the Biller chooses to send you electronic bills on a temporary trial basis. In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Service does not include an option to prevent participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. First Hawaiian Bank and Service Provider are not parties to such terms.
- B. Paper copies of electronic bills - If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. You should check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis if this is desired.
- C. Sharing information with Billers - You authorize First Hawaiian Bank and Service Provider to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which the Bill Pay Service has identified as offering electronic bills for purposes of matching your identity on the Bill Pay Service records and the Biller's records to (a) activate your affirmative request for electronic bills and/or (b) confirm your eligibility for trial basis electronic bills.
- D. Information held by the Biller - The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, held by the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all user names and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's service and/or bill information.
- E. Activation - Upon activation of the electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

- F. Authorization to obtain bill data - You authorize First Hawaiian Bank and Service Provider to obtain bill data from your Billers that you have requested to send you electronic bills and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing the Bill Pay Service with such information, you authorize the Bill Pay Service to use the information to obtain your bill data.
- G. Notification - The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for the Bill Pay Service. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. **YOU ARE SOLELY RESPONSIBLE FOR ENSURING TIMELY PAYMENT OF ALL BILLS.**
- H. Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Pay Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. **FIRST HAWAIIAN BANK AND SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR PRESENTING ANY ELECTRONIC BILLS THAT ARE ALREADY IN PROCESS AT THE TIME OF CANCELLATION.**
- I. Non-delivery of electronic bill(s) - **YOU AGREE TO HOLD HARMLESS FIRST HAWAIIAN BANK AND SERVICE PROVIDER SHOULD THE BILLER FAIL TO DELIVER YOUR STATEMENT(S).** YOU ARE SOLELY RESPONSIBLE FOR ENSURING TIMELY PAYMENT OF ALL BILLS. Copies of previously delivered bills must be requested from the Biller directly.
- J. Accuracy and dispute of electronic bill - First Hawaiian Bank and Service Provider are not responsible for the accuracy of your electronic bill(s). Service Provider is only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.
- K. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

10.Exclusions of Warranty and Limitation of Liability

THE BILL PAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FIRST HAWAIIAN BANK OR SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR THE BILL PAY SERVICE.

11. Biller Limitation

Service Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. Service Provider will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a Prohibited Payment under this Agreement.

12. Returned Payments

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired, Biller account number is not valid, Biller is unable to locate account, or Biller account is paid in full. Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification of the returned payment from Service Provider.

13. Failed Payments

In using the Bill Pay Service, you are requesting Service Provider to make payments for you from your Payment Account. If Service Provider is unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances (such as when your Biller is paid and the payment cannot be reversed), you will receive a notice from Service Provider and Service Provider may collect the amount of the payment from you in the manner provided by law, including without limitation through direct collection or by assignment of the matter to a collection agency. In such a case, you also agree that:

- A. You will reimburse Service Provider immediately upon demand for the payment amount that has been returned to Service Provider;
- B. You will reimburse First Hawaiian Bank for any fees imposed by First Hawaiian Bank as a result of the transaction;
- C. YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT MULTIPLE FEES MAY BE CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION; and
- D. You will reimburse Service Provider for any expenses it incurs in attempting to collect the returned item from you, including where permitted transaction fees, collection agency fees, attorney fees, court costs, and litigation expenses (at trial and on appeal).

14. Information Authorization

The Bill Pay Service may not be available depending on your transaction history with First Hawaiian Bank and/or Service Provider. In addition, your enrollment in the Bill Pay Service may not be fulfilled if the Bill Pay Service cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that Service Provider reserves the right to obtain a credit report and otherwise review your credit rating at its own expense through an authorized bureau. In addition, you agree that Service Provider reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

15. Disputes

In the event of a dispute regarding transactions implemented or attempted using the Bill Pay Service, you, First Hawaiian Bank, and Service Provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you, First Hawaiian Bank, and Service Provider as to transactions implemented or attempted using the Bill Pay Service and supersedes any proposal or prior agreement, oral or written, and any other communications between you and First Hawaiian Bank or Service Provider relating to the subject matter of this Agreement. If there is a conflict between what an employee of Service Provider or First Hawaiian Bank Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

16. Assignment

You may not assign this Agreement to any other party. Service Provider may assign this Agreement to any future, directly or indirectly, affiliated company. First Hawaiian Bank and/or Service Provider may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

17. No Waiver

First Hawaiian Bank and Service Provider shall not be deemed to have waived any of their rights or remedies hereunder unless such waiver is in writing and signed by First Hawaiian Bank or Service Provider, as the case may be. No delay or omission on the part of First Hawaiian Bank or Service Provider in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

EXHIBIT 10



Optional Overdraft Protection Service (OOPS) Disclosures

An overdraft occurs when you do not have enough money available in your account to cover a transaction, but we pay it anyway. We can cover overdrafts in three different ways:

1. We provide **Overdraft Savings Transfers** that are included at no additional cost with your checking account. To learn more, see below or ask us about this feature.
2. We offer **Checking Line of Credit (CLOC)**, which requires credit approval and may be less expensive than our fee-based overdraft program, Optional Overdraft Protection Service. To learn more, ask us about this plan or visit our Checking Protection Options page.
3. We also offer an **Optional Overdraft Protection Service (OOPS)**.

Under OOPS, we may pay checks, Point-of-Sale (POS) Debit Card transactions, Automated Teller Machine (ATM) withdrawals, and Automated Clearing House (ACH) transactions presented against your checking account when you do not have enough money available in your account to cover the transaction(s). You must be at least 18 years of age and a Member for 90 days to qualify for the service. You also must have no delinquencies or legal orders against your Navy Federal accounts in order to qualify. Members may not have both CLOC and OOPS on the same account. Members may enroll up to two primary checking accounts in OOPS.

If you want to authorize us to pay overdrafts under OOPS, review this disclosure and the following form, "What You Need to Know about Overdrafts and Overdraft Fees", and call 1-888-842-6328, visit navyfederal.org, or complete the form to enroll. You can present the form at a branch, fax it to 703-206-4244, or mail it to PO Box 3000, Merrifield, VA 22119-3000.

Standard Practices and Fees

1. We will charge a fee of \$20 each time we pay an overdraft.
2. You will not be charged a fee on transactions of \$5 or less.
3. You will not be charged a fee if the amount you are overdrawn after all transactions have cleared or posted after the end of the business day is less than \$15.
4. You can only be assessed three overdraft fees per day per account.
5. OOPS is limited and only available up to \$500. Your account may become overdrawn in excess of the \$500 limit due to fees. Up to \$50 in fees may be added to the limit. The \$500 limit includes the amount of overdrawn items, OOPS fees, and any other transactions that result in overdrawing your account, such as returned deposits and other fees described in our *Schedule of Fees and Charges* (NFCU 2043ep).

Enrolling in OOPS does not guarantee that we will pay overdrafts. Navy Federal Credit Union pays overdrafts at our discretion. If we do not authorize and pay an overdraft, your transaction will be declined and/or your check/ACH will be returned, unpaid.

Overdraft Savings Transfers

If your checking account does not have sufficient funds to cover a check or ACH transaction, we will first attempt to pay the overdraft at no charge through Overdraft Savings Transfers from your linked savings account (your membership savings account), provided it has sufficient funds available, before using OOPS. Through Overdraft Savings Transfers, we will only use funds from a linked savings account to pay a check or ACH overdraft transaction if there are sufficient funds available in the savings account to cover the full amount of the overdraft transaction. Overdraft Savings Transfers are subject to a transfer/withdrawal limit of six per month. This transfer/withdrawal limit includes transfers by Navy Federal to cover overdrafts, your pre-authorized transfer requests, and your requests for transfers and withdrawals by telephone (including the Automated Telephone Service), through Navy Federal Online®, through the Navy Federal Mobile App, or by fax (see our Important Disclosures (NFCU 606) for more information about linked savings accounts and account transactions limits).

Transaction Processing and OOPS

If we do not cover your overdraft through Overdraft Savings Transfers and you do not have a CLOC, we may cover your overdraft through OOPS, if you are enrolled in OOPS. To determine whether a transaction may cause an overdraft, it is important to understand that your checking account has two kinds of balances: the Available Balance and the Current Balance.

a. Available Balance indicates the amount of funds available for withdrawal or use at that moment. The Available Balance includes pending transactions that have been authorized but may not yet have been processed (posted) such as debit card POS transactions, online transfers, ATM transactions, or pending deposits, but does not include items such as scheduled Bill Pay transactions, deposits with holds on them, and checks that you have written but that have not yet cleared your account.

b. Current Balance is calculated after all transactions have posted to your account after the end of the business day (Eastern Time). We first process (post) all money coming in to your account (credits, deposits, etc.).¹ After those are processed, we process (post) all money coming out of your account (debits, withdrawals, etc.) in a pre-determined order. The following frequently-used transactions are processed in groups in this order:

1. Branch withdrawals
2. ATM withdrawals
3. Debit card or POS transactions that merchants have presented to us for payment
4. Transfers from one Navy Federal account to another
5. ACH debits
6. Checks written

When more than one transaction from a group is processed on the same day, the items will be processed in the order of lowest to highest amount within that group of transactions.

¹Subject to holds placed on certain transactions, see our *Funds Availability Policy* (NFCU 668) and the *Mobile Check Deposit User Agreement* (click on "Terms and Conditions - Consumer" at <https://www.navyfederal.org/products-services/checking-savings/scan-deposits/scan-deposits.php>).





Assessment of overdraft fees is determined based on the account's Current Balance after the close of each business day, and not based on the Available Balance at the time a transaction is authorized. If the account balance, including new credits/deposits, is greater than or equal to the total of new debits/expenditures after all items have posted after the end of a business day (Eastern Time), there will be no overdraft fees assessed. If the account balance is less than the total of new debits/expenditures after all items have posted on a business day, you will be charged up to three overdraft fees if we cover the overdraft transactions under OOPS.

When you use your Navy Federal Debit Card to make a purchase, the transaction is authorized based on your Available Balance plus any Checking Protection option (OOPS or CLOC) you have enrolled in at the time of the purchase. Once a transaction is authorized, a temporary hold is placed on your account for the amount of the purchase; you will see this hold reflected in your Available Balance. This hold does not affect or otherwise adjust your Current Balance. This hold will be removed when the transaction posts to your account or after 3 business days, whichever comes first. Although the hold may be removed after 3 business days, the merchant has up to 180 calendar days to present the transaction for posting. In some cases, the hold may exceed or be less than the amount of the transaction; for example, for some purchases made at gas stations, restaurants, or hotels, or for car rentals. Funds subject to a hold are not necessarily the same funds that are ultimately used to pay for a transaction. When the hold is removed, the funds will be added to the Available Balance in your account. If your account is overdrawn after the held funds are returned to the Available Balance and the transaction posts, an OOPS fee may be assessed. Please note, however, that even though a transaction has been authorized, it still might result in an overdraft if you initiate other transactions that are processed before it. So, do not consider a transaction authorization as a guarantee there will be sufficient funds in your account to cover the transaction when it posts. See Navy Federal Credit Union Debit Card Disclosure (NFCU 210AB) for more information.

Ordinarily, we will not authorize debit card transactions unless you have sufficient available funds in your checking account and available OOPS amounts, if you are enrolled in OOPS. However, we may pay some debit card transactions when you do not have sufficient available funds even if you did not opt into OOPS for debit card transactions, if we had authorized the transaction in advance, or had placed a hold that differs from a transaction amount, as described in the previous paragraph. Therefore, opting into OOPS for debit card transactions may result in your incurring OOPS fees for some transactions that we would otherwise pay without assessing a fee.

The following is one example that illustrates how overdraft fees are assessed on an account that has OOPS coverage for ATM and debit card transactions:

Assume your Current and Available Balances are both \$100, and you use your debit card to make a \$70 purchase online. We will place a \$70 hold on your account once the purchase is authorized, which will reduce your Available Balance to \$30 while your Current Balance remains at \$100. Before the merchant sends the charge to us for processing, you withdraw \$60 from an ATM. Your Available Balance will now be negative, and your checking account is potentially overdrawn by \$30. Your Current Balance remains at \$100 and will be updated after the close of the business day (Eastern Time) when all transactions are processed based on posting policies. After the close of the business day, the ATM Debit transaction will post first, followed by the POS Debit transaction, and a revised Current Balance is calculated. At this time, you will be assessed a \$20 OOPS fee for the payment of the POS Debit transaction (the debit card online purchase). This fee will be

deducted from your account, further reducing the Current Balance, which is now \$50 overdrawn. If you had deposited funds in the amount of \$16 or more before the close of the business day, the overdraft fee would have been avoided (due to our fee limitation policy that does not charge an overdraft fee if your total overdrawn balance at the close of the business day is less than \$15).

This is just one example; there are many others not described here.

If your checking account goes into an overdrawn status (including OOPS fees) and funds are available in the linked savings account, we will transfer all or some of the funds from the savings account to the overdrawn checking account to reduce or eliminate the overdrawn amount, as permitted by law.

Tips to Control Costs for the OOPS

1. A single larger overdraft will result in just one fee, as opposed to multiple smaller overdrafts.
2. Good account management is the best way to avoid overdrafts.
3. Electronic banking services at navyfederal.org and using our apps on your mobile device can help you keep track of your balance.

Restriction of OOPS Privileges

OOPS is not a loan or a line of credit and must be repaid promptly. Should the account remain overdrawn beyond 30 days of the initial transaction posting, OOPS privileges will be revoked temporarily and the service frozen. For example, if you overdraft \$100 on the first of the month and \$200 on the 20th, then a total of \$300 is due on or before the 30th. The account must have a positive balance for a minimum of one business day to allow the deposited funds to clear and reset the 30-day repayment cycle. If day 30 of the repayment cycle falls on a weekend or holiday, the account must have a positive balance as of the previous business day to be eligible for OOPS reinstatement. Should the account remain overdrawn beyond 45 days, OOPS privileges will be revoked permanently. The failure to deposit funds to bring the account to a positive balance may result in the overdrawn balance being charged off as a loss to Navy Federal. Such action could result in the checking account being closed and restriction of your membership privileges.

If a member has two primary accounts with OOPS and one of them becomes frozen, then both accounts are frozen. Once a member repays the OOPS balance, OOPS is available again the next business day for the original account; however, the second OOPS account (that did not cause the frozen status) may not become available for two business days. For example, you pay back your OOPS on Monday; it becomes available on Tuesday. However, your second OOPS account will not be available for use until Wednesday.

These are not the only circumstances under which OOPS may be terminated, and Navy Federal Credit Union reserves the right to revoke OOPS privileges, permanently or temporarily, at any time and to deny the payment of any transactions without prior notification.

Canceling Your Enrollment in OOPS

You have the right to revoke your consent by opting out of OOPS at any time through navyfederal.org or by phone, toll-free in the U.S., at 1-888-842-6328. For toll-free numbers when overseas, visit navyfederal.org. Use 1-703-255-8837 for collect international calls. If you prefer, you may also opt out at any branch location, by faxing requests to 1-703-206-4244, or by mailing the requests to: P.O. Box 3000, Merrifield, VA 22119-3000.



What You Need to Know About Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover overdrafts in three different ways:

1. We provide **Overdraft Savings Transfers** that are included at no additional cost with your checking account. To learn more, see the accompanying disclosure or ask us about this feature.
2. We offer **Checking Line of Credit**, which requires credit approval and may be less expensive than our fee-based overdraft program, Optional Overdraft Protection Service. To learn more, ask us about this plan.
3. We also offer an **Optional Overdraft Protection Service (OOPS)**.

This form and the accompanying disclosure explain our OOPS.

► How does OOPS work?

When you sign up for OOPS, we may pay overdrafts under OOPS, and you will be assessed an OOPS fee. OOPS is limited; please see the attached Optional Overdraft Protection Service (OOPS) Disclosures for details. We **will not** authorize and pay overdrafts through OOPS unless you choose to participate (opt in). When you opt in, you will choose from the following options of what types of transactions you authorize us to cover:

1. Checks, payments cleared through the Automated Clearing House (ACH), automatic bill payments, and other transactions made using your checking account number only
2. ATM and debit card transactions only
3. All of the above transactions

We pay overdrafts at our discretion, which means we **do not guarantee** that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined, and associated returned item fees and additional merchant fees may apply.

► What fees will I be charged if Navy Federal pays my overdraft under OOPS?

1. You will be charged a fee of \$20 each time we pay an overdraft.
2. You will not be charged a fee on transactions of \$5 or less.
3. You will not be charged a fee if the amount you are overdrawn after all transactions have cleared or posted after the end of the business day is less than \$15.
4. You can only be assessed up to three overdraft fees per day per account.

► What if I want Navy Federal to authorize and pay overdrafts on my transactions?

If you want us to authorize and pay overdrafts on certain transactions under OOPS, call 1-888-842-6328, visit navyfederal.org, or complete the form below. You can present the form at a branch, fax it to 703-206-4244, or mail it to P.O. Box 3000, Merrifield, VA 22119-3000.

Navy Federal® Optional Overdraft Protection Service (OOPS) Opt-In

Name: First		MI	Last	Suffix
Access No.	Date (MM/DD/YY)	Account Number(s)/Maximum of Two Primary Checking Accounts		
I want Navy Federal to authorize and pay overdrafts on: <input type="checkbox"/> check and ACH transactions only <input type="checkbox"/> ATM and debit card transactions only <input type="checkbox"/> all of the above transactions		<hr/> <hr/>		
Signature				
►				

You must be at least eighteen (18) years of age or older and a Member for a minimum of ninety (90) days for OOPS to be extended. Members may not have both Checking Line of Credit and OOPS on the same account.



EXHIBIT 11

Disclosure of Account Information

(REVISED - JULY 1, 2019)



Golden1
Credit Union

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GENERAL TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Request Additional Information: We may from time to time request additional information from you to protect your account and our systems from fraud or other problems.

This information may include new signature cards and other documentation. You agree to assist us by promptly complying with any such request.

Additionally you agree to hold us harmless for refusing to pay or release funds, or take any other action relating to your account where the refusal is based on your failure to provide the documentation or signatures requested by us.

AGREEMENT - To the extent that the terms contained in this disclosure are different than those in any other previous agreement or terms of account, this disclosure shall control and be deemed to modify such other agreements or terms of account. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full

force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words “we,” “our,” “us”, and “credit union” mean Golden 1 Credit Union and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS - By signing the Application for Membership, you agree to be governed by the Bylaws, rules, regulations, and practices of Golden 1 Credit Union and any existing or future amendments thereto, and by the federal and state Laws applicable to credit unions. A copy of the Bylaws is available for inspection at the corporate headquarters of Golden 1 Credit Union. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

We may reopen your account if we receive a dishonored or returned item that you are responsible for, such as a preauthorized debit initiated on your account and not canceled prior to account closure, and you will have to repay any balance due arising from such transaction.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DISPUTE RESOLUTION: ARBITRATION PROVISION - If you have a dispute with us, we want to resolve it as quickly and easily as possible. Please contact us to discuss your concerns. If we are unable to resolve a dispute informally, then you and we agree that it will be resolved as provided in this Arbitration Provision. Please read it carefully. **THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS BY LIMITING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE ACTION, AS WELL AS DISCOVERY AND RIGHTS TO APPEAL. UNLESS YOU ARE ELIGIBLE TO OPT-OUT AND YOU SUBMIT AN OPT-OUT REQUEST AS DESCRIBED BELOW, THIS ARBITRATION PROVISION WILL APPLY TO YOU.**

Scope - As used in this Arbitration Provision, a "Claim" means any and all controversies, disagreements, or other disputes between you and us arising out of or relating to this agreement, your membership in the credit union, or the relationship that arises between you and us from your use of the credit union's products and services. A Claim has the broadest possible meaning and includes disputes in the past, present or future, whether based under a statute, in contract, tort or otherwise, and including any claim for injunctive or declaratory relief. A Claim includes disputes about the validity, enforceability or scope of this Arbitration Provision. If applicable law provides that a Claim is not subject to binding arbitration, this Arbitration Provision will not apply to such Claim. For example, if you are on active duty military service or a spouse or dependent of a person who is on such active duty military service and a Claim involves a covered transaction under the Military Lending Act, this Arbitration Provision will be inapplicable to such Claim. Similarly, this Arbitration Provision will not apply to a dispute arising from a consumer credit transaction secured by a dwelling.

How this Provision Relates to Other Arbitration Agreements

Between You and Golden 1 - If you and we have previously entered into an agreement to arbitrate Claims between us, then the terms of this Arbitration Provision will control. If you and we later enter into an agreement to arbitrate claims, then to the extent this Arbitration Provision is applicable and enforceable, this Arbitration Provision will control.

Who Can Opt Out - If you became a member of Golden 1 on or before June 30, 2019, then you may opt-out of this Arbitration Provision, so long as we receive your opt-out request by August 31, 2019. If you became a member of Golden 1 on or after July 1,

2019, then you do not have the ability to opt-out of this Arbitration Provision. If you opt-out, your opt-out will be effective as to Claims between you and the Credit Union only. This means that if there are joint accountholders on any of your accounts with Golden 1, and if those accountholders wish to opt-out, they must each submit their own opt-out requests.

How to Opt Out - If you are eligible to opt-out and you decide to opt-out, you must notify us by mailing or personally delivering to us a signed and dated written opt-out request containing your name, your account number(s), and a statement that you have decided to opt-out of this Arbitration Provision. For your convenience, we have made available an opt-out request form, which you can download online at www.golden1.com/OptOutForm or obtain at a Golden 1 branch. You must provide your completed opt out request to a Golden 1 branch; or mail it to us at Golden 1 Credit Union, Attn: Deposit Account Servicing - Arbitration Opt-Outs, P.O. Box 13618, Sacramento, CA 95853-3618; or submit it to us via a secure message in online banking. All opt-out requests must be received by the Credit Union on or before August 31, 2019. Opt-out requests received after that date will not be honored, and you will be bound by the terms of this Arbitration Provision.

How Claims Will Be Resolved - Unless you opt-out of this Arbitration Provision, you or we may elect to resolve any Claim through binding and final arbitration and not in a court of law. If either party elects to arbitrate a Claim, with limited exceptions, neither you nor we will have the right to litigate such Claim in court or have a trial of such Claim before a judge or jury.

Arbitration Procedures - If you or we elect to arbitrate a Claim, it will be resolved by mandatory binding arbitration. A Claim may be submitted to binding arbitration at any time, regardless of whether you or we have previously initiated any lawsuit or other proceeding. The arbitration will be heard and determined by one neutral arbitrator. The arbitrator's decision will be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator will follow applicable substantive law and give effect to the applicable statute of limitations, defenses and privileges. Unless you and we agree otherwise, the arbitration hearing will be conducted in Sacramento County, California, and either you or we may appear by telephone. You and we agree to maintain the confidentiality of any arbitration proceeding, meaning that you and we agree not to publicize or disclose to third parties its existence, content, subject or resolution, except as required by law.

Arbitration Rules - Claims will be administered by the American Arbitration Association ("AAA") or any other arbitration organization acceptable to you and us (either, an "Arbitration Administrator"). The Arbitration Administrator will administer the arbitration proceeding and the selection of arbitrator according to its rules at the time the Claim is filed ("Arbitration Rules"). If the AAA is selected as the Arbitration Administrator, then the Arbitration Rules will be the AAA's Consumer Arbitration Rules. You may obtain a copy of the Arbitration Rules by contacting the Arbitration Administrator or visiting its website (1-800-778-7879 or www.adr.org if the AAA is

selected). The arbitrator will be appointed in accordance with the Arbitration Rules, and he or she must be a retired judge or attorney with more than 10 years of experience and knowledge of the laws applicable to financial transactions. If the Arbitration Rules conflict with this Arbitration Provision, the terms of this Arbitration Provision will control. This Arbitration Provision is made in connection with a transaction involving interstate commerce and is governed by the Federal Arbitration Act.

Class Action Waiver - All Claims will proceed on an individual basis on behalf of the named parties only. Claims may not be arbitrated on a class or representative basis. Neither you nor we may act as a class representative nor participate as a member of a class of claimants with respect to any Claim. You agree not to bring a Claim against us on behalf of any other person, and you agree that no other person may bring a Claim against us on your behalf. The arbitrator may not consolidate or join the claims of other persons who may be similarly situated. If the terms of this Class Action Waiver section are found to be unenforceable with respect to a Claim, then such Claim may, at our election, be arbitrated on a class or representative basis or litigated in court.

Arbitration Fees and Costs - You agree that you will pay all fees and costs you are responsible for pursuant to the Arbitration Rules. We agree that we will pay all fees and costs that we are responsible for pursuant to the Arbitration Rules. Notwithstanding anything to the contrary in the Arbitration Rules, each party will pay its own attorneys', expert and other fees not covered by the Arbitration Rules, unless awarded by the arbitrator under applicable law.

Other Rights - You and we retain the right to seek remedies in small claims court for any Claims within that court's limited jurisdiction. Nothing in this Arbitration Provision prevents you from filing a complaint against us with regulatory agencies, or us from exercising peaceful self-help remedies, such as setoff rights. Either you or we may delay enforcing or not exercise rights under this Arbitration Provision without waiving them. This Arbitration Provision will survive the termination of this agreement, your membership and your account(s) with us, any bankruptcy and any legal proceeding to collect a debt. If any part of this Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Provision will continue in full force and effect.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. You are responsible for any loss that occurs if any item is returned to us for any reason, including if it is fraudulent, counterfeit or otherwise invalid, regardless of whether the amount of the item has been made available for your use. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item

deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you may provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, you will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is

completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts as permitted by law. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the

signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you acknowledge that multiple signatures are not allowed for withdrawals on any accounts with this credit union.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION -

You agree that the shares purchased for this account shall be held individually, in joint tenancy, or as trustee and co-trustee with the person or persons named on the membership application, if any (excluding IRA funds). We do not offer business accounts at this time. You further agree that Golden 1 Credit Union is authorized to recognize any of the signatures subscribed on the membership application in the payment of funds or the transaction of any business for this account.

IRA owners understand that periodic IRA statements will be combined with the periodic statement for all other accounts opened pursuant to the membership application and that information about the IRA will therefore be disclosed to all of the persons named on the membership application. If you wish to have the IRA statement provided exclusively to the IRA owner, you must establish a separate IRA account.

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

Individual Account - This account is in the name of one person.

Joint Account - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

PAY ON DEATH Account with Single Party - This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death payee(s).

PAY ON DEATH Account with Multiple Parties - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death payee(s).

Totten Trust Account - (subject to this form) - If two or more of you create this account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Trust Account Subject to Separate Agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. If we have

notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice.

You must not use or try to use your account or any of our products and services for any unlawful transactions. You also must not engage in any activities that abuse or products or services or are deemed by us to be unusual, fraudulent, dishonest or deceptive. You agree not to use your personal account for business related activity. You also agree not to engage in conduct that poses a threat to the health, safety, and welfare of our employees and/or other members, including violent or threatening behavior, or interfere with our employees carrying out their duties or functions.

If we have reason to believe that you violated the terms of this Agreement, for example, by using your personal account for business transactions or engaging in unlawful, unusual or fraudulent activities, we may, at our option, restrict or suspend your access to any or all products or member services or close your account. We may also restrict or suspend your access to any of our products or services upon giving you notice reasonable under the circumstances when you become delinquent in your obligations to the credit union or cause a loss to the credit union. In such case, we may also deny your subsequent application for any new product or service that would allow you to obtain further credit from the credit union or cause the credit union a further loss. Restrictions or suspensions of accounts, products and services will be reasonably related to the nature of your conduct, and will apply to joint owners and authorized users. Our good faith determination whether a particular transaction is permissible under this Agreement shall be conclusive.

You may be expelled from membership for any reason allowed by applicable law, including failure to comply with the credit union's bylaws, conviction of a criminal offense, causing a loss to the credit union or otherwise failing to carry out your contracts, agreements, or obligations with the credit union, conducting yourself in a threatening or abusive manner to our employees and/or other members, or willfully destroying or damaging credit union property. If you are expelled, you may not be a fiduciary or a joint account owner on another account.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must

receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

CHANGE IN TERMS NOTICE - You will be notified of a change in terms to this disclosure when such notice is required by law.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to perform either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute

check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a “statutory lien.” A “lien” on property is a creditor’s right to obtain ownership of the property in the event a debtor defaults on a debt. A “statutory lien” is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal arises only in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

You agree to pledge all shares, payments on shares, dividends on shares, and deposits (excluding IRA accounts or other accounts to the extent that applicable law precludes the pledge of such accounts) in all joint and individual accounts held by you, which you have now or in the future with Golden 1 Credit Union, as security for all your obligations with Golden 1 Credit Union. These obligations include but are not limited to principal, interest, late charges, finance charges, costs, and expenses, including attorney's fees. You authorize Golden 1 Credit Union, without further notice, to apply any and all shares, payments, dividends and deposits to the payment of each obligation if you should default. You agree that Golden 1 Credit Union's lien is independent of any security agreement you may sign, and Golden 1 Credit Union may enforce its lien in any manner, at any time allowed by law. You agree that you own any shares pledged and that there are no liens against them other than Golden 1 Credit Union's.

AUTHORIZED SIGNER (Individual Accounts Only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

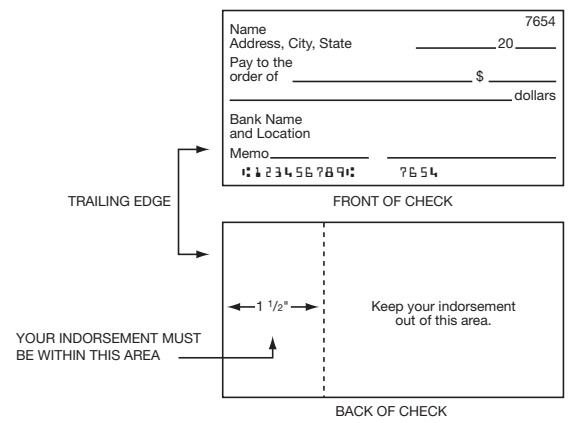
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom

of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold

us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to

give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service.

We may contact you from time to time by telephone, text messaging, email or mail in order to service your account or collect amounts you owe to us. We are permitted to use any address, telephone number or email address you provide to us. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you. We may send communications electronically, such as by email or text message, rather than by mail, unless the law requires otherwise.

When you give us a telephone number (including a cellular or mobile device number) or place a telephone call to us, you are providing your express consent permitting us (and any party acting

on our behalf) to contact you at that number about all of your Golden 1 accounts. Your consent allows us to make live telephone calls, send text messages, leave prerecorded or artificial voice messages, and use automatic telephone dialing technology for informational and account service purposes. For example, we may place such calls or texts to provide notices, investigate or prevent fraud, or contact you about the amounts you owe to us. This express consent applies to each telephone number that you provide to us now or in the future. Message and data rates may apply. You may change your communication preferences at any time by any reasonable means, including calling us at 1-877-723-3010, sending an email to membercare@golden1.com, or writing to us at Golden 1 Credit Union, Attn: Member Care, P.O. Box 15966, Sacramento, CA 95852-0966.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree not to give or make available your password or credentials to any unauthorized individuals, and take reasonable precautions to safeguard your credentials and account information. If you disclose your account number, card number, PIN, credentials, and/or any other means to access your account to anyone, you assume all risks and losses associated with such disclosure. This means that you are responsible, to the extent permitted by law, for any transactions and activities performed from your accounts by such person or entity, even those you did not intend them to make.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) -

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

UNCLAIMED PROPERTY NOTICE - Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or

draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

CHECKING ACCOUNT ORGANIZATION - Your checking account consists of two subaccounts. One of these subaccounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount as usual. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction savings subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost or effect to you. This account organization will not change the amount of NCUA insurance available to you, your available balance, the information on your periodic statements, the dividend earnings (if this is a dividend-bearing account), or any other feature of your checking account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps us to keep costs down.

FUNDS AVAILABILITY POLICY

This policy statement applies to all accounts.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay transactions that you have authorized, subject to certain exceptions described in this policy.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. All deposits are subject to verification.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if

you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM on a day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the same day.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or check) made at automated teller machines (ATMs), whether we own and operate or not, may not be available until the second business day after the day of your deposit. All deposits are subject to verification.

All ATMs that we own or operate are identified as our machines.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses

you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

GOLDEN 1 CREDIT UNION
P.O. BOX 15966
SACRAMENTO, CA 95852-0966
1-877-GOLDEN 1 or (1-877-465-3361)
mbrsvc@golden1.com

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

ELECTRONIC FUND TRANSFERS

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account.

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Telephone TellerSM Transfers - types of transfers - You may access your account by telephone 24 hours, 7 days a week at **1-877-GOLDEN 1 (1-877-465-3361), Option 2** using your personal identification number, a touch-tone phone and your account number(s), to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan accounts with us

- make payments from savings to loan accounts with us
- get information about:
 - the account balance of checking accounts
 - the last five deposits to checking accounts
 - the last five withdrawals from checking accounts
 - the account balance of savings accounts
 - the last five deposits to savings accounts
 - the last five withdrawals from savings accounts

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM card and personal identification number (PIN) or Visa® Debit Card and personal identification number (PIN), to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
 - dollar limitations will be disclosed in writing at card issuance
- get cash withdrawals from savings account(s)
 - dollar limitations will be disclosed in writing at card issuance
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- transfer funds from line of credit to checking account(s)
- transfer funds from line of credit to savings account(s)
- make payments from checking account(s) to consumer loan accounts with us, except payments to credit cards
- get information about:
 - the account balance of your checking account(s)
 - the account balance of your savings accounts

Some of these services may not be available at all terminals.

Types of ATM Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- dollar limitations will be disclosed in writing at card issuance

Types of Visa® Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- dollar limitations will be disclosed in writing at card issuance

Visa®/Mastercard Foreign Transaction Fee

Transactions that you incur in foreign currencies will be posted to your account in U.S. dollars. Foreign transactions are normally converted to U.S. dollars by the network processing the transaction, which may impose a fee for this service. Since conversion may occur after the date of the transaction, the conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. You agree that the transaction amount as converted by the network may be deducted from your account, as well as any conversion charges which are imposed. You agree to accept the converted amount in U.S. dollars.

Visa USA charges us an International Service Assessment (ISA) of up to 1.4% on all international transactions, regardless of whether there is a currency conversion. We pass this international transaction fee on to you. The currency conversion rate used to determine the transaction amount in U.S. dollars is either (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance in addition to the VISA ISA fee.

Any time you complete a foreign transaction using your ATM or Debit Card through the Mastercard Network, such as through Cirrus® or Maestro®, for a transaction in a foreign country (excluding transactions initiated in U.S. territories or at U.S. military bases in foreign countries), you will be assessed an Issuer Cross-border Assessment fee ("ICA"). In addition, you will be assessed a Currency Conversion Assessment fee ("CCA") if the merchant settles in a currency other than U.S. dollars. Therefore, if you perform a transaction outside of the U.S. and the transaction is in a foreign currency, you will be assessed both the ICA and the CCA fees. However, if the transaction is in U.S. dollars, then you will be assessed only the ICA fee. Currently, the ICA fee is 1.10% (110 basis points) and the CCA fee is 0.20% (20 basis points). These fees are assessed by Mastercard to Golden 1 and passed on to members. The currency conversion rate used to determine the transaction amount in U.S. dollars is either (i) a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or (ii) the government-mandated rate in effect for the applicable central processing date, in each instance in addition to the CCA fee.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this

notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

Please see your cardholder agreement for additional information relating to the use of your ATM Card and Visa® Debit Card.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Visa Account Updater Notice of Right to Opt Out. Your Golden 1 Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 1-877-465-3361, notify us through our website at golden1.com, or mail us notice of your intention to opt out at Golden 1 Credit Union, P.O. Box 15318, Sacramento, CA 95851-0318. You must include your name, address, account number, and last four digits of your card number. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

Online Banking Transfers - types of transfers - You may access your account(s) by computer through the Internet by logging on to our Web site at **golden1.com** and using your account number and your password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings

- perform online external transfers incoming and outgoing
 - not available on New Generation CheckingSM Account
 - not available on Golden I Freedom CheckingSM Account
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (Bill Payment)
- make payments from savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the deposits to checking account(s)
 - the withdrawals from checking account(s)
 - the account balance of savings account(s)
 - the deposits to savings account(s)
 - the withdrawals from savings account(s)
 - loans, Term-Savings Certificate

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your accounts at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also contact us at **1-877-GOLDEN 1 (1-877-465-3361), Option 2** to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or

- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure disclosed elsewhere.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). You can lose no more than \$50 if someone used your card and/or code without your permission, and, either:

- (i) your card was used to initiate a transaction without a PIN or other personal identification number and you notify us of the unauthorized use, or
- (ii) you tell us within 2 business days after you learn of the loss or theft of your card and/or code. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, this time period may be extended.

• **Additional Limit on Liability for VISA® Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions made using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and provisional credit will be revoked.

You may ask for copies of the documents that we used in our investigation.

GOLDEN 1 CREDIT UNION
CARD INVESTIGATIONS
P.O. BOX 15966
SACRAMENTO, CALIFORNIA 95852-0966

Business Days: Monday through Friday
Excluding Federal Holidays

Phone: 1-877-465-3361

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

All ATM/Visa® Debit Cards are nontransferable and are property of Golden 1. The Credit Union may cancel, modify, and restrict the use of any Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM or debit card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM or debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, take your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; take it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

WITHDRAWALS FROM YOUR ACCOUNT

Your Available Balance

The available balance in your account plays a significant role in the operation of your account. Your available balance is the balance in your account that we use to determine if you have sufficient funds to cover a transaction. Your available balance is the most current record we have about the funds that are available for withdrawal from your account. In determining the available balance in your account, we will consider all transactions that have posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

Your account is considered overdrawn when the available balance in your account is negative. It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. Your available balance does not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. For example, outstanding checks you have written will not be reflected in your available balance until they are presented to us and paid from your account.

Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. See the section entitled

“Authorization Holds for Debit Card Transactions” for information about how authorization holds affect your available balance. We urge you to record and track all of your transactions closely to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card.

In addition, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section entitled “Funds Availability Policy.”

Operation of Account and Order of Posting

We receive deposit and withdrawal transactions in many different forms throughout each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to the extent permitted by law. We determine the order in which we process and post deposits and other credits and checks and other items to your account based on a number of factors.

We may pay or authorize some items, and decline or return others, in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the items presented that day, some processing and posting orders can result in more returned items and more overdraft and returned item fees than other orders. We may choose our processing and posting orders to the extent permitted by law regardless of whether additional fees result.

Some items are received by us individually and others are received in batches throughout each business day. Examples of items that we currently receive individually include ATM withdrawals and teller transactions. These individual items are generally posted to your account as they are received by us each business day. Examples of items that we currently receive in batches include checks drawn on your account presented by other financial institutions and ACH and debit card transactions. We generally post batched transactions as they are received by us throughout each business day (subject to certain exceptions).

The timing and order used to post items to your account will depend upon a number of factors. We reserve the right to (i) establish different categories of items, (ii) establish a posting order for each category of item(s), (iii) establish different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by regulatory and judicial authorities, we have the right to change any of the factors described in (i), (ii), (iii) and (iv) listed above at any time without notice to you.

You agree that, to the extent permitted by law, we may determine in our discretion the timing of posting items to your account, the categories used by us to post items to your account, the transactions within each category, the order among categories, and

the posting orders within a category. We may sometimes change the timing of posting items to your account, add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you to the extent permitted by law without notice to you.

Authorization Holds for Debit Card Transactions

When you make a purchase with your debit card, the merchant may seek our prior authorization for the transaction. We generally place a temporary hold against some or all of the funds in the account linked to your debit card if and when an authorization request is obtained. We refer to this temporary hold as an “authorization hold,” and the amount of the authorization hold will be subtracted from your available balance (generally in real time as they are received by us throughout each day).

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as a gas station purchase). For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization. If the transaction is not submitted for payment by the merchant within the specified time period, however, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. We urge you to record and track all of your transactions closely to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card.

INSUFFICIENT FUNDS

Overdrafts and Returned Items

General

You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. We encourage you to manage your funds responsibly. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the outstanding transactions you may have authorized (such as outstanding checks or automatic bill payments for example), as your available balance will not reflect these transactions until they are paid from your

account. As discussed in the section entitled “Your Available Balance,” our record of your available balance may also not reflect all of your debit card transactions. Also remember that you should not assume that you can avoid overdrafting your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal. (See our “Funds Availability Policy” for complete details).

Insufficient Funds - Overdrafts and Returned Items

We will generally charge a fee for any item presented for payment on a business day when your account is overdrawn. If we pay it, we will charge an overdraft fee (subject to any limitations we impose and subject to special rules for everyday debit card transactions discussed in greater detail below). If we return it, we will generally charge a returned item fee. Please see the section entitled Fee Schedule for a listing of fees.

You can avoid fees for overdrafts and returned items by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts. We recommend that you enroll in one of the optional overdraft protection plans described below. These plans can help you avoid overdrafts and returned items. While fees apply when you use an optional overdraft protection plan, the fees under the plan may be less expensive than the fees for overdrafts and declined or returned items. Please see our “Optional Overdraft Protection Services” below.

When we determine that the available balance in your account is not sufficient to cover a check or other item, then we consider the check or other item an insufficient funds item. If you have enrolled in one of the optional overdraft protection plans and have enough available funds in the linked account under the overdraft protection plan, we transfer funds to cover the item. Otherwise, without notice to you, we either authorize or pay the insufficient funds item and overdraw your account (an overdraft item) or we decline or return the insufficient funds item without payment (a returned item).

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. We are not obligated to pay any item presented for payment against your account if the available balance in your account is insufficient to cover the item. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future insufficient funds items. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid.

Optional Overdraft Protection Services

We offer optional overdraft protection services that you may apply for such as Line of Credit Overdraft Protection (where your line of credit is used for overdraft protection) and Transfer Overdraft Protection (where funds from another account, such as your savings account, are used for overdraft protection). If you apply and are

qualified for these optional services, we will look first to these services for overdraft protection before applying our Courtesy Pay program when your account is overdrawn. These other overdraft services may save you money on the total fees you pay us for overdraft protection. Please see Application for Membership and Credit Agreement and Truth-in-Lending Disclosure for more details on these plans.

Courtesy Pay (Including Courtesy Pay for Everyday Debit Card Transactions)

An overdraft occurs when the available balance in your checking account is insufficient to cover a transaction, but we pay it anyway. We may cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with certain accounts.
2. We also have optional overdraft protection services such as a link to a savings account or a line of credit which may be less expensive than our standard overdraft practices.

With our standard overdraft protection, also called Courtesy Pay, we do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We will not authorize and pay overdrafts for ATM transactions at all, and will not generally pay overdrafts on everyday debit card transactions on existing accounts unless you ask us to by opting in.

You will be eligible for our Courtesy Pay program if you have an eligible account type (as described below) and if you maintain your account in good standing. Maintaining your account in good standing includes, among other requirements, the following:

1. You are not in default on any loan obligation to us;
2. You bring your account to a positive balance (not overdrawn) immediately or as soon as possible after it has been overdrawn, and in no event less than once every thirty (30) days; and
3. Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.

Special rules apply for everyday (non-recurring) debit card transactions. We generally permit overdrafts, and may charge an overdraft fee on your debit card transactions only if you have consented to our overdraft protection service. We refer to this as Courtesy Pay For Everyday Debit Card Transactions. There are various ways to opt in to Courtesy Pay for Everyday Debit Card Transactions. For more information, please see our disclosure entitled "What You Should Know About Overdrafts and Overdraft Fees." If you also want us to authorize and pay overdraft on everyday debit card transactions, visit golden1.com/DebitOverdraft or any Golden 1 branch, call **1-877-GOLDEN 1 (1-877-465-3361)**.

If you meet our requirements, we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Courtesy Pay program limit (subject to special rules for debit card transactions).

Our Fee Schedule for your account explains when we charge you fees for overdrafts and for returned items and the dollar amount of the fees. Please review the Fee Schedule for your account carefully.

If your account is overdrawn, you agree to repay us immediately, without notice or demand from us. We ordinarily use deposits you or others make to your account to pay overdrafts, fees and other amounts you owe us.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. This program is a courtesy extended at our discretion, and we have no obligation to pay any items drawn against insufficient funds. You will be notified by any method reasonably calculated to provide actual notice, including without limitation, notice given by first class mail to your last address shown on the credit union's records, or by electronic transmission as permitted by law, of any items drawn against insufficient funds paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees, that you owe us shall be due and payable immediately. If there is an item drawn against insufficient funds paid by us on an account with more than one (1) member on the signature card, each member, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees (if any).

Please note:

- **Eligible Account Types:** The account types that are eligible for the Courtesy Pay program are: Free Checking, MarketRate CheckingSM, and Premium CheckingSM Accounts.
- **Eligible Transaction Types:** Insufficient funds transactions initiated for payment against your checking account(s) may be approved and paid by us up to your Courtesy Pay limit, including fees, only for certain transaction types. These eligible transaction types include Checks and ACH/Electronic Items. (Your Golden 1 checks presented for cash in branches are not included transactions.)
- **Ineligible Accounts and Limitations:** Courtesy Pay is available only for eligible checking accounts that are maintained in good standing as defined above. Savings Type Accounts, Money Market Accounts, Public Fund/Charitable Organization Accounts, Association Accounts, SmartStart CheckingSM Accounts, Student Checking Accounts, New Generation CheckingSM Accounts, and Golden 1 Freedom CheckingSM Accounts are not eligible for this program. We may in our sole option and discretion, limit the number of your accounts eligible for the Courtesy Pay program to one account per household and/or one account per taxpayer identification number.

- **Special rules apply for Courtesy Pay for Everyday Debit Card Transactions.**
- **You may always opt out:** You may choose at any time to opt out and not participate in the Courtesy Pay program. If you choose to opt out and no longer participate in the Courtesy Pay program, and you have opted in to **Courtesy Pay for Everyday Debit Card Transactions**, you will also be automatically removed from the debit card protection. Furthermore, if you have opted in to Courtesy Pay for Everyday Debit Card Transactions, you may also choose at any time to opt out and not participate in it. If you wish to opt out, please contact a Member Service Representative at **1-877 GOLDEN 1 (1-877-465-3361)**.
- **If you need help:** Of course, overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations please contact one of our Member Service Representatives at **1-877 GOLDEN 1 (1-877-465-3361)**.

ALWAYS A DISCRETIONARY PROGRAM:

These terms and conditions in no way obligate us to extend the Courtesy Pay program to you. This program represents a purely discretionary courtesy or privilege that we provide and which may be withdrawn or withheld by us at any time without prior notice, reason or cause. We reserve the right to exclude you from the Courtesy Pay program for any reason, including for what we believe to be excessive use of Courtesy Pay.

The Responsibility is Yours

Please remember that the responsibility for ensuring that the funds in your account will cover a transaction is yours. You should keep a running balance of the amount of funds in your account to ensure that there are sufficient funds in your account. We provide various tools that will help you manage your account, such as online banking and mobile banking applications. Please remember that the balance displayed using these tools may be either your available balance or your ledger balance. It is important that you understand the difference between these two balances.

Your available balance is the most current record we have about the funds that are available for withdrawal from your account (but does not include certain pending transactions as described in greater detail previously in "Your Available Balance"). Your ledger balance, on the other hand, is simply the beginning balance in your account. It includes only deposits and withdrawals posted to your account. Your ledger balance does not include any pending transactions and may include deposits that are not yet available for withdrawal. The amount displayed on your monthly statements from us is your ledger balance.

For a variety of reasons, neither your available balance nor your ledger balance may represent the funds in your account that will be

available to cover a particular transaction at the time you enter into it (such as delivering a check to a merchant) depending on a number of factors, including, without limitation, how and when the item for such transaction is presented to us. **The responsibility for ensuring that a transaction will not overdraw your account is yours.**

TRUTH-IN-SAVINGS DISCLOSURE

REGULAR SAVINGS ACCOUNT

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$1.00.

Monthly maintenance fee - There is no monthly maintenance fee.

Minimum balance requirements - You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Par value of a share - The par value of a share in this account is \$1.00.

Fees and charges - An excessive withdrawal fee will be charged for each lobby withdrawal or transfer in excess of three during a calendar month. **See separate Fee Schedule.**

ADDITIONAL SAVINGS ACCOUNT

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - There is no minimum deposit required to open this account.

Monthly maintenance fee - There is no monthly maintenance fee.

Minimum balance requirements - You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges - An excessive withdrawal fee will be charged for each lobby withdrawal or transfer in excess of three during a calendar month. **See separate Fee Schedule.**

FLEXSAVINGSSM ACCOUNT

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$20.00 or \$5.00 with payroll deduction or automatic transfer.

Minimum balance requirements - There are no minimum balance requirements.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations - If any withdrawals are made from this account before the payout date, this account will be closed. The payout date is selected by the member and must be on the first day of any month of any year, not to exceed 20 years. On the payout date, the funds will be transferred to the member's Regular Savings account.

YOUTH SAVINGS ACCOUNT (Converts to Regular Savings at Age 18)

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$1.00.

Minimum balance requirements - There are no minimum balance requirements.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations - During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic

transfer, computer transfer, telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges - An excessive withdrawal fee will be charged for each lobby withdrawal or transfer in excess of three during a calendar month. **See separate Fee Schedule.**

MONEY MARKET SAVINGS ACCOUNT

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$2,500.00.

Minimum balance requirements - You must maintain a minimum daily balance of \$2,500 in aggregate deposit accounts under the same account number as the Money Market Savings Account to avoid a service charge fee. If during any month, your aggregate deposit balance falls below the required minimum, your account will be subject to a service charge fee for that month. **See separate Fee Schedule.**

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations:

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, telephonic order or instruction or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

IRA SAVINGS ACCOUNT

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$25.00.

Minimum balance requirements - There are no minimum balance requirements.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations:

You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

You may make unlimited additions into your account. There are no limitations on the frequency or timing of additions.

SANTA SAVERSM SAVINGS ACCOUNT

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$20.00 or \$5.00 with payroll deduction or automatic transfer.

Minimum balance requirements - There are no minimum balance requirements.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations - You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party.

If any withdrawal is made from this account before October 31, then this account will be closed.

Payout of this account is November 1 to either savings or checking.

COLLATERAL ACCOUNT

(This account is tied to the Platinum Secured credit card and is not available as a standard deposit account.)

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$1.00.

Monthly maintenance fee - There is no monthly maintenance fee.

Minimum balance requirements - You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations - Transactions are limited to deposits and withdrawals to secure 100% of your Platinum Secured credit card account credit limit. Funds in this account are not available for withdrawal or transfer while it secures your credit card.

PREMIUM CHECKINGSM ACCOUNT

Rate Information - See separate Rate Sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date follows the ending date of a dividend period, and for the example above is February 1.

If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum opening deposit - The minimum deposit required to open this account is \$100.00.

Minimum balance requirements - You must maintain a minimum daily balance of \$500.00 in your account to avoid a monthly maintenance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a monthly maintenance fee. The monthly maintenance fee will be waived if you have an aggregate savings balance of \$5,000.00 or more in any combination of savings accounts under the same membership as the Premium Checking Account during the statement period at the time the monthly maintenance fee is assessed; or, if you have electronic Direct Deposit during the month to that Premium Checking Account.

You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations - No transaction limitations apply to this account unless otherwise stated in the Common Features section.

Fees and charges - See separate Fee Schedule.

FREE CHECKING ACCOUNT

(This account does not pay dividends)

Fees and charges - See separate Fee Schedule.

STUDENT CHECKING ACCOUNT

(This account does not pay dividends)

This basic account is specially designed for college students. To qualify, applicants must be 17 years or older with proof of acceptance, enrollment or attendance at a college or university. After 5 years, this account automatically converts to Free Checking unless proof of continued enrollment is provided.

Fees and charges - See separate Fee Schedule.

Additional limitations - This account is not eligible for our Courtesy Pay program.

SMARTSTART CHECKINGSM ACCOUNT (This account does not pay dividends)

Fees and charges - See separate Fee Schedule.

Additional limitations - This account is not eligible for our Courtesy Pay program.

After 12 months of good account history, you may contact us to request a conversion to a Free Checking Account if you meet all of the following requirements:

1. You are not in default on any loan obligation to us during the most recent consecutive 12-month period after SmartStart account opening.
2. Your SmartStart account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.
3. Your SmartStart account has not been overdrawn during the most recent consecutive 12-month period after SmartStart account opening.
4. You have no instances of account abuse at other financial institutions during the most recent consecutive 12-month period after SmartStart account opening.

NEW GENERATION CHECKINGSM ACCOUNT (This account does not pay dividends)

To qualify, applicants must be between the ages of 13 and 17. The account requires a parent or legal guardian as a joint owner on the account until the teen reaches the age of 18. This account automatically converts to a Free Checking account when the member reaches age 18.

Fees and charges - See separate Fee Schedule.

Additional limitations - This account is not eligible for our Courtesy Pay program.

GOLDEN 1 FREEDOM CHECKINGSM ACCOUNT (This account does not pay dividends)

To qualify, students between the ages of 16 and 17 must have a B grade average or higher. The account requires no co-applicant and withdrawals or deposits to the account do not require a parent or legal guardian to be present. This account automatically converts to a Free Checking account when member reaches age 18.

Fees and charges - See separate Fee Schedule.

Additional limitations - This account is not eligible for our Courtesy Pay program.

TERM-SAVINGS CERTIFICATE ACCOUNT

Rate Information - The dividend rate and Annual Percentage Yield (APY) for Term-Savings Certificates will remain in effect until the maturity date for the certificate.

Minimum opening deposit - The minimum deposit required to open this account is \$1,000.00.

Minimum balance requirements - No minimum daily balance requirements apply to this account to obtain the disclosed APY.

Compounding and Crediting - Dividends will be compounded monthly and credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

Dividend period - For this account type, the dividend period is monthly.

Effect of Closing an Account - If you close your Term-Savings Certificate Account before accrued dividends are credited, you will be paid accrued dividends for the period.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends only on the crediting dates.

Early withdrawal penalties - A penalty will be imposed for withdrawals before maturity. The penalty applies to the amount withdrawn each time you make a withdrawal.

- If your account has an original maturity of 3 months through 11 months, the penalty we may impose will equal 90 days' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of 12 months through 23 months, the penalty we may impose will equal 180 days' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of 24 months or greater, the penalty we may impose will equal 365 days' dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires,

the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new Term-Savings Certificate Accounts on the maturity date which have the same term, minimum balance (if any) and other features as the original Term-Savings Certificate Account.

Dividends will be calculated on the same basis as during the original term.

You will have a grace period of seven (7) calendar days after maturity to withdraw the funds in the account without being charged an early withdrawal penalty.

No transfer of voting rights or other membership privilege is permitted by virtue of transfer of shares.

TERM-SAVINGS IRA CERTIFICATE ACCOUNT

Rate Information - The dividend rate and Annual Percentage Yield (APY) for Term-Savings IRA Certificates will remain in effect until the maturity date for the certificate.

Fee Information - A fee will be assessed for a direct transfer of your Golden 1 IRA funds requested by another financial institution. **See separate Fee Schedule.**

Minimum opening deposit - The minimum deposit required to open this account is \$500.00.

Minimum balance requirements - No minimum daily balance requirements apply to this account to obtain the disclosed APY.

Compounding and Crediting - Dividends will be compounded monthly and credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

Dividend period - For this account type, the dividend period is monthly.

Effect of Closing an Account - If you close your Term-Savings IRA Certificate Account before accrued dividends are credited, you will be paid accrued dividends for the period.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations:

After the account is opened, you may not make additions into the account until the maturity date stated on the account.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends only on the crediting dates.

Early withdrawal penalties - A penalty may be imposed for withdrawals before maturity. The penalty applies to the amount withdrawn each time you make a withdrawal.

- If your account has an original maturity of 3 months through 11 months, the penalty we may impose will equal 90 days' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of 12 months through 23 months, the penalty we may impose will equal 180 days' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of 24 months or greater, the penalty we may impose will equal 365 days' dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below) or we receive written notice from you within the grace period mentioned below.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new Term-Savings IRA Certificates on the maturity date which have the same term, minimum balance (if any) and other features as the original Term-Savings IRA Certificate Account.

Dividends will be calculated on the same basis as during the original term.

You will have a grace period of seven (7) calendar days after maturity to withdraw the funds in the account without being charged an early withdrawal penalty.

No transfer of voting rights or other membership privilege is permitted by virtue of transfer of shares.

12-MONTH TERM-SAVINGS IRA CERTIFICATE ACCOUNT

Rate Information - The dividend rate and Annual Percentage Yield (APY) for Term-Savings IRA Certificates will remain in effect until the maturity date for the certificate.

Fee Information - A fee will be assessed for a direct transfer of your Golden 1 IRA funds requested by another financial institution. **See separate Fee Schedule.**

Minimum opening deposit - The minimum deposit required to open a 12-Month account is \$25.00.

Minimum balance requirements - No minimum daily balance requirements apply to this account to obtain the disclosed APY.

Compounding and Crediting - Dividends will be compounded monthly and credited to your account every month. Alternatively, you may choose to have dividends paid to you or to another account every month rather than credited to this account.

Dividend period - For this account type, the dividend period is monthly.

Effect of Closing an Account - If you close your Term-Savings IRA Certificate Account before accrued dividends are credited, you will be paid accrued dividends for the period.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you deposit non-cash items (for example, checks) in your account.

Transaction limitations:

You may make unlimited additions into your account.

There are no limitations on the frequency or timing of additions.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw dividends credited in the term before maturity of that term without penalty. You can withdraw dividends only on the crediting dates.

Early withdrawal penalties - A penalty may be imposed for withdrawals before maturity. The penalty applies to the amount withdrawn each time you make a withdrawal.

- If your account has an original maturity of 3 months through 11 months, the penalty we may impose will equal 90 days' dividends on the amount withdrawn subject to penalty.
- If your account has an original maturity of 12 months through 23 months, the penalty we may impose will equal 180 days' dividends on the amount withdrawn subject to penalty.

- If your account has an original maturity of 24 months or greater, the penalty we may impose will equal 365 days' dividends on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below) or we receive written notice from you within the grace period mentioned below.

Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new Term-Savings IRA Certificates on the maturity date which have the same term, minimum balance (if any) and other features as the original Term-Savings IRA Certificate Account.

Dividends will be calculated on the same basis as during the original term.

You will have a grace period of seven (7) calendar days after maturity to withdraw the funds in the account without being charged an early withdrawal penalty.

No transfer of voting rights or other membership privilege is permitted by virtue of transfer of shares.

COMMON FEATURES

Bylaw requirements:

You must complete payment of one share in your Savings (Share) account as a condition of admission to membership.

Transaction limitation - We reserve the right to at any time require not less than sixty days' notice in writing before each withdrawal from a dividend earning account other than a term-savings certificate account, or from any other savings (share) account as defined by Regulation D.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-term savings (share) account(s).)

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Please refer to our separate Fee Schedule for additional information about charges.



Headquarters
P.O. Box 15966
Sacramento, CA 95852-0966
1-877-GOLDEN 1 (1-877-465-3361)
golden1.com

Your savings federally insured to at least \$250,000 and backed
by the full faith and credit of the United States Government.

NCUA

National Credit Union Administration, a U.S. Government Agency

EXHIBIT 12

ACCOUNT AGREEMENT AND DISCLOSURES

Account Agreement and Disclosure

Funds Availability Policy Disclosure

Electronic Fund Transfers Agreement & Disclosure



ACCOUNT AGREEMENT AND DISCLOSURE

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Suncoast Credit Union (Credit Union) providing this Agreement. In this Agreement, the words "you," "your," and "yours" mean anyone who signs an Account Card, Signature Card, or any other account opening document (Account Card), or for whom membership and/or service requests are approved through the Credit Union's online application and authentication process. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share or other accounts you have with the Credit Union. Your account type(s) and ownership features are designated by you on your Account Card or through the Credit Union's online application and authentication process. By signing an Account Card or authenticating your request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any Account Card, Funds Availability Policy Disclosure, Truth in Savings Disclosure, Electronic Fund Transfers Agreement and Disclosure, Privacy Disclosure, or Account Receipt accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

1. MEMBERSHIP ELIGIBILITY — To join the Credit Union, you must meet the membership requirements, including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the Credit Union's bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. INDIVIDUAL ACCOUNTS — An individual account is an account owned by one (1) member (individual, corporation, partnership, trust, or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death, and to any security interest or pledge granted by the account owner, and subject to our statutory lien rights.

3. JOINT ACCOUNTS — A joint account is an account owned by two (2) or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card or documented through the Credit Union's online application and authentication process, a joint account includes rights of survivorship. This means that when one (1) owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature or authenticated request of any other owner(s). Any owner may withdraw or transfer funds, pledge to us all or any part of the shares, or stop payment on items without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to act.

c. Joint Account Owner Liability. If an item deposited in a joint account is returned unpaid, a joint account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of the indebted owner, including all funds in the joint account, regardless of who contributed the funds.

d. Fiduciary Accounts. You may request the credit union to facilitate certain trusts, will, or court-ordered account arrangements. However, because the credit union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the credit union to follow any instructions that the credit union believes might expose it to claims, lawsuits, expenses, liabilities or damages, whether directly or indirectly, the credit union may refuse to follow your instructions or require you to post a bond or some other type of protection. Each of you agree to hold harmless and indemnify the credit union from any and all claims or losses that may arise out of any transactions pertaining to the account. Furthermore, the credit union, has no responsibility to determine if the trustee, personal representative, administrator, or any other fiduciary has been duly appointed and qualified to act in the capacity, nor whether any transaction by a fiduciary involving such an account is in accordance with or authorized by applicable law or agreement. The credit union's only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other account owner, such as adding or closing an account or service, must be evidenced by a written or signed document and accepted by the credit union. The credit union will allow accounts to be owned by trusts on a case-by-case basis. Unless otherwise specified in the account signature card, any of you as fiduciary may deposit, withdraw, pledge, or transact any business on the account without the consent of each other.

4. POD/TRUST ACCOUNT DESIGNATIONS — A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an individual or joint account so designated is payable to the owner(s) during his, her, or their lifetimes and, when the last account owner dies, is payable to all surviving POD or trust beneficiaries/payees. Upon the death of the last account owner, if there is more than one (1) surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account nor the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or in the name of a trust.

5. ACCOUNTS FOR MINORS — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority unless the change is authorized in writing by all account owners.

6. UNIFORM TRANSFERS TO MINORS ACCOUNT — A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party authorized to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose

of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

7. AGENCY DESIGNATION ON AN ACCOUNT — An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. DEPOSIT OF FUNDS REQUIREMENTS — Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements set forth in the Truth in Savings Disclosure. Deposits made by mail, at night depositories, or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one (1) or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft, or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. In the event we inadvertently accepted a foreign check or other item drawn on an institution located outside the United States it may be handled on a collection basis only or otherwise returned. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Powers of Attorney. Except as otherwise required by applicable law, we have the right to review and approve or refuse any form of power of attorney and may restrict account withdrawals or transfers. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct, on a case-by-case basis, and may require the attorney-in-fact to present the original power of attorney before conducting any transaction.

d. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation. We may disregard any notation on any check, draft or item containing the words "paid in full," "full settlement" or any other words of restrictive legend or notation, whether preprinted or handwritten, and treat any such check, draft or item as though such legend notation did not appear thereon. Our acceptance of any such check, draft or item with any such notation for deposit into any account or as payment on any loan, line of credit, or any other amount owed to us shall not operate as any accord, satisfaction or release of any sort.

e. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

f. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

g. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

9. ACCOUNT ACCESS

a. Authorized Signature. Your signature on the Account Card, or authentication and approval of your account, authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature, even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account information, even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

c. Credit Union Examination. We may disregard any information on any check or draft other than the signature of the drawer, the amount, and any magnetic encoding. You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. FUND TRANSFERS — Except as amended by this Agreement, electronic fund transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for an electronic fund transfer by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order an electronic fund transfer to or from your account. We will debit your account for the amount of the electronic fund transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We will not provide you with next day notice of ACH transfers, wire transfers, and other electronic payments

credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we fail to properly execute a payment order, and such action results in a delay in payment to you, we will pay you dividends or interest for the period of delay as required by applicable law. The dividends or interest paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of fund transfers, payment orders, cancellations, and amendments. If a request for a fund transfer, payment order, cancellation, or amendment is received after a cutoff time, it may be treated as having been received on the next fund transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number, even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order, even if that person did not initiate the order. We may refuse any request to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request that we accept to amend or cancel a payment order will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic fund transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies, of which we have notified you, are commercially reasonable verification of payment orders and other electronic fund transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers. If we conduct a remittance transfer(s) on your behalf acting as a remittance transfer provider, such transactions will be governed by 12 C.F.R. part 1005, subpart B-Requirements for remittance transfers. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

11. ACCOUNT RATES AND FEES — We pay account earnings and assess fees against your account as set forth in the Truth in Savings Disclosure and Schedule of Fees and Charges. We may change the Truth in Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS —

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven (7) to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth in Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

13. CERTIFICATE ACCOUNTS — Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, Truth in Savings Disclosure, and the Account Receipt for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS —

a. Payment of Overdrafts. If, on any day, the available balance in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available balance in order to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

If we offer standard overdraft services, this service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: (1) share drafts/checks and other transactions made using your checking account, except as otherwise described below; (2) automatic bill payments; (3) ACH transactions. For ATM and one-time debit card transactions, you must affirmatively consent to such coverage. Without your consent, the Credit Union may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient funds in your account. If you have established a service linking your share or deposit account with other individual or joint accounts, you authorize us to transfer funds from account of yours to cover an insufficient item, including transfers from a share or deposit account, an overdraft or equity line-of-credit account, Suncoast VISA Credit Card or other account you so designate. Credit Union may elect to complete an overdraft transfer as determined by Credit Union in its sole discretion and shall not be liable for failure to make an overdraft transfer to cover the insufficient item(s). Transfers shall be made in increments of \$100 or the available balance. Any loan advance for an overdraft transfer from a personal line, equity line, or Suncoast VISA credit card shall be subject to the terms and conditions of such line of credit/credit card. Fees, if applicable for these transactions are shown in the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us, in accordance with our standard overdraft services or any other service you may have authorized with us, or if you do not have such protections with us, in accordance with any overdraft payment policy we have, as applicable.

b. How Transactions are Posted to Your Account. Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to our account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Policy Disclosure provided at the time you opened your account for details regarding the timing and availability of funds from deposits.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

Checks. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day. We process the payments from low to high dollar value.

ACH Payments. We receive data files every day from the Federal Reserve with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day from low to high dollar value.

PIN-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your account immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment.

Signature-Based Debit Card Purchase Transactions. These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. The "authorization hold" will reduce your available balance by the amount authorized but will not affect your actual balance. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. This may also be the case where you present your debit card for payment at gas stations, hotels and certain other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay items in any order we choose as permitted by law.

c. Understanding Your Account Balance. Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at suncoastcreditunion.com, at an ATM, by visiting a credit union branch or by calling us at 800-999-5887.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS — You agree not to issue any check or draft that is payable on a future date (postdated). If you do issue a check or draft that is postdated and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS —

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner's account. The request may be verbally communicated to be binding and must accurately describe the check or draft, including the exact account number, the check or draft number, and the exact amount of the check or draft. This exact information is necessary for the Credit Union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. We may in our sole discretion, require an owner's signature on a Stop Payment Order or honor the Stop Payment Order without an owner's signature. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

b. Duration of Order. If required, oral stop payment orders for checks or drafts may lapse within 14 calendar days unless confirmed in writing within that time. Written or verbally communicated stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing or verbally communicated that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains

insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict regarding what you and our employees may say or write will be resolved by reference to this Agreement.

If you allege that any transaction on or related to your account is unauthorized, fraudulent or otherwise incorrect, you agree to provide us with all reasonable cooperation requested by us in investigating such transaction, including, but not limited to, the filing of accurate police reports, completion of appropriate affidavits and review of photos and video. Except as otherwise required by applicable laws and regulations, if you fail to provide us with such cooperation, we may refuse to re-credit your account for any such transaction. This paragraph does not guarantee that you will receive any re-credit for any transaction based on such cooperation. In addition to refusal based on your failure to comply with the requirements of this paragraph, we may refuse to re-credit a transaction in our sole discretion except as otherwise required by applicable laws and regulations.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check or draft cashing fees are stated in the Schedule of Fees and Charges.

19. REMOTELY CREATED CHECKS OR DRAFTS — For purposes of this paragraph, "account" means a transaction account, credit account, or any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke or change your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE/STATUTORY LIEN — Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account(s) for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law (depending upon whether we have a federal or state charter) gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by federal or state law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by federal or state law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under federal or state law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

RIGHT TO RESTRICT SERVICES AND ACCOUNT ACCESS — We reserve the right to restrict, deny, suspend or terminate Credit Union services and/or your ability to access or withdraw account funds at any time, for any reason and without notice to you, in our sole discretion, to the maximum extent permitted under applicable law. Without in any way limiting the foregoing, you agree we may, except as prohibited by applicable law, restrict, deny, suspend or terminate one or more of our services to you and/or your access to account funds in the event you are delinquent or in default on any loan account with us. Accordingly, under such circumstances, we may, without limitation, restrict, deny, suspend or terminate your ability to conduct online banking transactions and/or access or withdraw funds through use of an ATM, a debit card or electronic means. The exercise of rights pursuant to this paragraph shall not be construed as limiting, in any way, our right to pursue other rights and remedies available under applicable law.

21. LEGAL PROCESS — If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION — Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES —

a. Name or Address Changes. You are responsible for notifying us of any name or address change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We may require all name and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you of any change in terms, rates, or fees as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid, and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. Consent to Contact. By signing or otherwise authenticating an Account Card, you agree we and/or our third-party vendors (including debt collectors) may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us,

excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by written notice to the Credit Union, P.O. Box 11638, Tampa, FL 33680-1638, by telephone at 800-999-5887 extension 87350 or by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with your accounts or any of them, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) for which you provide to us. You agree to indemnify us and our third-party vendors (including debt collectors), and hold us and our third-party vendors (including debt collectors) harmless, from and against any and all losses, claims, damages, liabilities, costs or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements. In order to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a wireless telephone number (i.e. cell phone number), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other urgent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law.

e. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

24. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING — Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

25. STATEMENTS —

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one (1) statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies of the check or draft may be retained by us or by payable-through financial institutions and may be made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks, drafts, or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within 33 days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to Credit Union. You agree that the Credit Union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

26. INACTIVE ACCOUNTS — If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth in Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee, as set forth in the Schedule of Fees and Charges, for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

27. SPECIAL ACCOUNT INSTRUCTIONS — You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. We may require that account changes requested by you, or any account owner, such as adding or closing an account or service, be evidenced by a signed Account Change Card or other document which evidences a change to an account and accepted by us.

28. TERMINATION OF ACCOUNT — We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, draft, withdrawal, transaction, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share(s), if any, and closing all your accounts. You may be denied services for causing a loss to the Credit Union, or you may be expelled for any reason as allowed by applicable law.

30. DEATH OF ACCOUNT OWNER — We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Upon the death of the member for any joint account, we may, in our sole discretion, treat the member's death as the application of at least one joint owner on the joint account for membership in the Credit Union as the successor member. Upon our review and approval of the joint owner for Credit Union membership eligibility, we may deem such joint owner as the new member for the account in question for all purposes (including, but not limited to, reassignment of the deceased member's member number to the successor member). We may, but is not required to, have the successor member execute any additional documents as we deem necessary to memorialize the transfer of membership.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES — You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

32. SEVERABILITY — If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. ENFORCEMENT — You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement or any part thereof, you agree to pay all such collection agency fees and costs, all reasonable attorneys' fees, all filing, service and court costs and all other collection costs incurred by us, including, but not limited to, all such fees and costs incurred in pre-litigation collection activities, trial proceedings, appellate proceedings, bankruptcy proceedings and post-judgment collection activities. You understand and agree that (a) such fees and costs may include contingency fees, (b) such fees and costs, including, but not limited to any contingency fees, may be added to the amount owed under this Agreement and (c) such fees and costs, including, but not limited to any contingency fees, may, at our option accrue interest at the rate provided for in this Agreement.

34. GOVERNING LAW — This Agreement is governed by the Credit Union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

35. NEGATIVE INFORMATION NOTICE — We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

36. ACCOUNTS RECLASSIFICATION — We have established a policy for reporting checking, savings and money market accounts to the Federal Reserve Bank (FRB) for reserve requirement reporting purposes. This policy will not affect the available balance, dividend earnings on dividend bearing accounts, NCUA insurance, account statement or any other feature of credit union accounts. It will allow us to substantially lower our reserve requirement balance at the FRB and increase the amount of funds available for loans and investments, thereby increasing our ability to serve our members. It will also allow us to continue providing automatic access to accounts for overdraft purposes. Credit union checking, savings and money market accounts will be structured into checking and savings sub-accounts for reporting purposes only. The credit union may periodically transfer funds between these two sub-accounts; however, these transfers will not affect the available balance in any of your accounts. Dividend calculations on dividend bearing accounts will be the same on both sub-accounts. If an account does not earn dividends, the savings sub-account will not earn dividends.

37. MONITORING AND RECORDING COMMUNICATIONS — We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Suncoast Credit Union. It only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy. This Funds Availability Policy Disclosure does not apply to mobile deposits (Remote Deposit Capture/RDC). Please refer to the Suncoast Credit Union Remote Deposit Terms and Conditions.

1. GENERAL POLICY — Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

3. HOLDS ON OTHER FUNDS — If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this Disclosure for the type of check that you deposited.

4. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

5. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

6. DEPOSITS AT ATMS — Funds from any deposits (cash or checks) up to \$200.00 made at automated teller machines (ATMs) we own or operate will be available on the business day of your deposit, subject to other terms of this disclosure. The amount over \$200.00 from any deposits (cash or checks) made at ATMs we own or operate will be available on the second business day after the day of your deposit, subject to other terms of this disclosure. However, in any case, funds from deposits of U.S. Treasury checks that are payable to you will be available no later than the first business day after the day of your deposit.

7. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day (including date of deposit) after the date of your deposit, subject to the other terms of this disclosure. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.



ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by Suncoast Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share and share draft accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

Your eligibility for Remote Deposit Capture/Mobile Deposits and ATM Deposits are subject to restrictions which may include, but are not limited, credit scores, consumer reports for credit reporting agencies and other information from third parties. We may review your eligibility using such scores, reports and other information at the time you apply for this service and at any time thereafter in our sole discretion to confirm your continued eligibility for this service. Our restrictions are subject to change at any time in our sole discretion without notice to or consent from you except as required by applicable laws and regulations.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. Access 24 ATM. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, and such other networks, machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges. ATM locations may be viewed on SCU website (www.suncoastcreditunion.com) or will be supplied upon request. See the back of your access device for a list of participating POS and ATM networks.

At the present time, you may use your card to:

- Make deposits to your share, share draft, money market, and Special Share accounts.
- Withdraw funds from your share, share draft, money market, and Special Share accounts.
- Transfer funds from your share, share draft, money market, and Special Share accounts.
- Obtain balance information for your share, share draft, money market, and Special Share accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at credit union designated POS terminals. ATM locations may be viewed on SCU website (www.suncoastcreditunion.com) or will be supplied upon request. See the back of your access device for a list of participating POS networks.
- Make deposits, withdrawals, transfers and inquiries at designated foreign owned ATM terminals.

The following limitations on Access 24 ATM transactions may apply:

- Deposits are limited to two (2) per card per day.
- Deposits are subject to a two (2) or more business day hold. Entire deposit amount may not be available immediately.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- All ATM/Debit Cards issued upon opening a new membership account and during the first six (6) months of an account being opened will have an ATM cash withdrawal limit of \$220.00 per day. Once the account has been opened for six (6) months, the \$220.00 limit will automatically be increased to \$420.00 for accounts in good standing.
- Withdrawals are subject to the available balance in your account and network access.
- Not all services are available, and the dollar limit may be different at some ATMs.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Visa Debit Card. If approved, you may use your Visa® to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft account. For one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting

from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union and such other networks, machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your share, share draft, money market, and Special Share accounts.
- Withdraw funds from your share, share draft, money market, and Special Share accounts.
- Transfer funds from your share, share draft, money market, and Special Share accounts.
- Obtain balance information for your share, share draft, money market, and Special Share accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa Debit.
- Order goods or services by mail or telephone from places that accept Visa Debit.

The following limitations on Visa Debit Card transactions may apply:

- Deposits are limited to two (2) per card per day.
- Deposits are subject to a two (2) or more business day hold. Entire deposit amount may not be available immediately.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- All ATM/Debit Cards issued upon opening a new membership account and during the first six (6) months of an account being opened will have an ATM cash withdrawal limit of \$220.00 per day. Once the account has been opened for six (6) months, the \$220.00 limit will automatically be increased to \$420.00 for accounts in good standing.
- Withdrawals are subject to the available balance in your account and network access.
- Not all services are available, and the dollar limit may be different at some ATMs.
- For security reasons, there may be other limits on the number and dollar amounts on point-of-sale (POS) terminals, as well as limits on the number of daily purchases, using your Visa Debit Card. For security reasons, inactive cards may be closed, without notice, after six (6) consecutive months of non-use.
- For security reasons, all debit transactions may be monitored in real time for potential fraud. Please notify the Credit Union prior to travel or large purchases to insure uninterrupted service. You may be required to verify transactions at (888) 277-6279 for processing.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. SunTel. Your accounts can be accessed under the audio response service via a touch-tone telephone only. If we approve the SunTel audio response service for your accounts, you must use your unique credentials (which may include PINs, passwords or other identifies) along with your account number to access your accounts. This service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

At the present time, you may use SunTel to:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share, share draft, line of credit accounts and credit card advances.
- Obtain balance information for all accounts.
- Make loan payments from your share and share draft accounts.
- Verify transaction history up to 90 days on your share and share draft accounts.

The following limitations on SunTel transactions may apply:

- There is no limit to the number of inquiries you may make in any one (1) day.
- For security reasons, the number of transfers or withdrawals may be limited, the Credit Union reserves the right to limit you to as few as two (2) transactions per day.

- For security reasons, there may be limits to the maximum withdrawal and transfer amounts; the Credit Union reserves the right to limit you to as little as \$500.00 in transactions per day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All withdrawal checks are payable to you as a primary member and will be mailed to your address of record. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your share, share draft, Special Share and/or money market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may in our sole discretion, require an owner's signature on a Stop Payment Order or honor the Stop Payment Order without an owner's signature. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

e. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. Transactions authorized by telephone and internet may also be converted to an electronic fund transaction.

f. Digital Banking with Bill Payments. Digital Banking with Bill Payments includes a suite of products that can be accessed using a personal computer, web-enabled device or mobile phone. If we approve Digital Banking with Bill Payment is activated for your account(s), you will be required to use your unique credentials (which may include PINs, passwords or other identifiers) along with your account number to access the account(s). For a list of Digital Banking services available, please refer to the SunNet/SunMobile Disclosure.

The following limitations on Digital Banking with Bill Payments transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- For security reasons, the number of transfers, withdrawals, loan payments, or bill payments may be limited, the Credit Union reserves the right to limit you to as few as two (2) transactions per day.
- For security reasons, there may be limits to the maximum withdrawal, transfer, loan payment or bill payment amounts; the Credit Union reserves the right to limit you to as little as \$500.00 in transactions per day.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All withdrawal checks are payable to you as a primary member and will be mailed to your address on record. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each online session. We will process bill payment transfer requests only to those creditors you authorize. You must allow sufficient time for creditors to process your bill payment. Please leave at least as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your creditor account by the creditor.

2. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions, including purchases, cash withdrawals and credits to your account. A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any share and share draft or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

3. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

4. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(813) 621-7511
(800) 999-5887

or write to:

Suncoast Credit Union
Mail Code DSP001
PO Box 11904
Tampa, FL 33680

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

5. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs or online/PC transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal, or debit card transaction with a participating merchant exceeding \$15.00.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (813) 621-7511 or (800) 999-5887. This does not apply to transactions occurring outside the United States.

6. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

7. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

8. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

9. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

10. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your share and share draft accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(813) 621-7511
(800) 999-5887

or write to:

Suncoast Credit Union
Mail Code DSP001
PO Box 11904
Tampa, FL 33680

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Tell us the date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate the error.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

11. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

12. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Florida, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

13. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

EXHIBIT 13

Account Disclosures And Agreement

Terms And Conditions

Electronic Transfers

Funds Availability

Substitute Checks

Truth-In-Savings

Privacy Notice And Disclosure

Effective March 6, 2018

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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your Driver License or other identifying documents and we may retain an image of such documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us (and may be referred to herein as the "Agreement"). Please read this carefully and retain it for future reference or visit sdccu.com, search: legal disclosure. If you sign your Membership Agreement or open or continue to use your account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances and fees if they are not included in this document. If you have any questions, please send us a message via Live Chat at sdccu.com or contact us at (877) 732-2848.

This Agreement is subject to applicable federal laws, the laws of the State of California and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this Agreement can and does vary from such rules or laws). The body of state and federal laws that govern our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard Agreement, but we must agree to any variation in writing either on the Membership Agreement for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our" and "us" mean San Diego County Credit Union (SDCCU®) and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw or exercise control over the funds in the account. However, this Agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

MEMBERSHIP ELIGIBILITY - To be eligible for membership, you must be a person or entity within San Diego County Credit Union's (SDCCU) field of membership and meet account opening criteria. You must purchase and maintain a minimum of one full share (\$1), in your primary share account at all times as a condition of membership. The first \$1 deposited into your primary share account (your membership shares) will be held. You cannot use the \$1 in your primary share account including and without limitation to pay overdrafts on your checking account, loan or credit card payments, preauthorized withdrawals, Automated Teller Machine (ATM) or other electronic services associated with your account.

NATIONAL CREDIT UNION SHARE INSURANCE FUND - This credit union is federally insured by the National Credit Union Administration (NCUA).

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open (if a cutoff time applies), or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence.

WITHDRAWALS - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the

postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the Funds Availability Disclosure section for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for nonsufficient available funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the available balance in the account at the subsequent time will determine whether there are nonsufficient available funds.

Multiple signatures, electronic check conversion and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Posting of Deposits and Withdrawals to/from your Account

SDCCU generally posts transactions presented on your account in the order described below. This section discusses some of the common transactions that will post to your account.

SDCCU posts the following deposit and/or withdrawal transactions to your account in the order they are received when we receive them.

- One-time and recurring debit-card transactions;
- ACH deposits and withdrawals;
- Deposit and withdrawal transactions made with our tellers;
- Deposit and withdrawal transactions at an ATM;
- Online transfers, SDCCU Mobile Deposit, telephone transfers;
- Wire transfers.

As an example, if we receive, on the same business day, an ACH deposit to your account for \$100 in the morning and an ACH withdrawal from your account for \$100 in the afternoon, the \$100 deposit and any other available balance you had would be utilized to pay the \$100 withdrawal. On a different day, if we receive on the same business day, an ACH withdrawal from your account for \$100 in the morning and an ACH deposit to your account for \$100 in the afternoon, only your available balance would be utilized to cover the \$100 withdrawal since the \$100 deposit was not received when the withdrawal was posted.

SDCCU processes check transactions in a variety of ways depending on the nature of the transaction. SDCCU posts the following checks written against your account in the order they are received when we receive them.

- In-person at any of our branch locations;
- At a SDCCU ATM;
- Through SDCCU Mobile Deposit;
- A check written against your account that is electronically converted, for example by a merchant, into an ACH withdrawal.

SDCCU will post any other check, not described above, at the end of the business day if they are presented to us from another financial institution. These checks will post to your account from the lowest to highest dollar amount.

Your Available Balance - The available balance in your account plays a significant role in the operation of your account. Your available balance is the balance in your account that we use to determine if you have sufficient funds to cover a transaction. Your available balance is the most current record we have about the funds that are available for withdrawal from your account. In determining the available balance in your account, we will consider all transactions that have posted to your account, any holds that may be in place on deposits you have made, and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account.

Your account is considered overdrawn when the available balance in your account is negative. It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. Your available balance does not reflect all your outstanding checks, automatic bill payments that you have authorized, ACH transactions or other outstanding transactions that have not yet been paid from your account. For example, outstanding checks you have written will not be reflected in your available balance until they are presented to us and paid from your account.

Also, your available balance may not reflect all of your everyday debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account. See the section entitled "Authorization Holds for Debit Card Transactions" for information about how authorization holds affect your available balance. In addition, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section entitled "Funds Availability Disclosure."

Authorization Holds for Debit Card Transactions - When you make a purchase with your debit card, the merchant may seek our prior authorization for the transaction. We generally place a temporary hold against some or all of the funds in the account linked to your debit card if and when an authorization request is obtained. The amount of the authorization hold will be subtracted from your available balance (generally in real time as they are received by us throughout each day).

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted (such as a gas station purchase). For those transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization. If the transaction is not submitted for payment by the merchant within the specified time

period, however, we will release the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. We urge you to record and track all of your transactions closely to confirm that your available balance accurately reflects your spending of funds from the account linked to your debit card.

NONSUFFICIENT FUNDS (NSF) AND OVERDRAFTS

You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, authorize an ACH transaction, make a cash withdrawal at an ATM, or use your debit card for a transaction. We encourage you to manage your funds responsibly and avoid overdrafts. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the outstanding transactions you may have authorized (such as outstanding checks, ACH transactions, or automatic bill payments for example), as your available balance will not reflect these transactions until they are paid from your account. As discussed in the section entitled "Your Available Balance," your available balance may also not reflect all of your debit card transactions. Also remember that you should not assume that you can avoid overdrawing your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal (Refer to "Funds Availability Disclosure" for complete details).

You can avoid fees for nonsufficient funds (NSF) items and overdrafts by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer three overdraft protection options, for a fee, that you can use to help you manage your account and help you avoid returned items.

We pay overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. We are not obligated to pay any item presented for payment against your account if the available balance in your account is nonsufficient to cover the item. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying overdraft items in connection with transactions where there is a nonsufficient available balance. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize a transaction, we will decline the transaction. If we do not pay an overdraft, then we will return the item unpaid. If we return the item unpaid, a fee may apply. The amount of the fee will depend on the Consumer Services Fee Schedule in place at the time the fee is assessed (for current fees refer to the Consumer Services Fee Schedule).

OVERDRAFT PROTECTION OPTIONS - Overdraft protection helps protect your checking account when there are nonsufficient available funds to cover transactions such as checks, ACH withdrawals, ATM withdrawals and debit card transactions. We offer three types of overdraft protection options for a fee:

1. **Overdraft Transfer** - You may set up Overdraft Transfer by linking your checking account to another SDCCU account, such as a savings, money market, checking, home equity line of credit (HELOC) or Visa credit card. In the event that you do not have enough available funds in your checking account to cover a transaction, Overdraft Transfer automatically transfers the amount necessary to cover the transaction and the Transfer Fee. The Transfer Fee may apply each time we make a transfer from the designated linked account to your checking account (Refer to the Consumer Services Fee Schedule.)

If you enroll in Overdraft Transfer and link your savings or money market account, transfers are limited per calendar month in compliance with Federal Banking Regulation D (see the sections regarding "transaction limitations" in the Truth and Savings Disclosures section regarding savings accounts for more details). If you exceed the transaction limitations, we may, at our discretion, pay the item and charge a Reg D Excess Transaction Fee to the checking account (refer to the Consumer Services Fee Schedule.) We will not automatically transfer funds to cover an overdraft from an account that is not linked.

If you enroll in Overdraft Transfer and link your Visa credit card, transfers will be considered cash advances under your Credit Card Agreement and will accrue interest at the APR stated in your Credit Card Agreement. A cash advance fee may apply to each transfer (Refer to your Credit Card Agreement). If you enroll in Overdraft Transfer and link your home equity line of credit (HELOC), transfers will accrue interest at the APR stated in your Home Equity Line of Credit Agreement. If you have selected a Visa credit card or a home equity line of credit (HELOC) account, transfers will occur if sufficient credit is available and your Visa credit card or home equity line of credit is not delinquent.

2. **Courtesy Clearing** - Courtesy Clearing is a service that comes with a qualified checking account after it has been open for 90 days. Courtesy Clearing is not available for Teen First and Builder checking accounts. You will be notified if your account qualifies and is enrolled in Courtesy Clearing. The notice will contain the maximum dollar amount your account will be taken negative to pay an item. In the event that you do not have enough available funds in your checking account to cover a transaction, SDCCU may pay, at our discretion, the item up to your Courtesy Clearing limit, for a fee. This includes SDCCU authorizing and paying overdrafts for drafts/checks and other transactions made using your checking account, preauthorized withdrawals, ACH transactions and automatic bill payments. We will not pay checks presented in person in any of our branch locations that would create an overdraft using Courtesy Clearing.

Paying items through Courtesy Clearing will create an overdraft/negative balance in your account. A fee applies for each Courtesy Clearing transaction (refer to the Consumer Services Fee Schedule). You must bring your checking account to a positive balance within ten (10) days of the overdraft. SDCCU reserves the right to limit participation and/or stop paying items at any time, without notice to you. You may opt out of Courtesy Clearing by calling (877) 732-2848, visiting any of our convenient branch locations or sending a letter with your request to SDCCU, PO Box 261209, San Diego, CA 92196-1209.

3. **Debit Card Overdraft Service** - If you have opted into the Debit Card Overdraft Service we may authorize your ATM and everyday debit card transactions such as PIN and signature-based transactions to be paid, even if there are not enough available funds in your checking account. We will not authorize and pay overdrafts for ATM and everyday debit card transactions unless you opt into Debit Card Overdraft Service. For more information, refer to our separate disclosure entitled "What You Need to Know About Overdrafts and Overdraft Fees."

Generally you will be provided with up to \$300 in overdraft protection for qualifying accounts. Debit Card Overdraft Service is not available for Teen First checking accounts. A fee applies each time you use the Debit Card Overdraft Service and your available balance is overdrawn by more than \$20 at the time the ATM or everyday debit card transaction posts to your account (refer to Consumer Services Fee Schedule). You must bring your checking account to a positive balance within ten (10) days of the overdraft. You may choose at any time to opt out and not participate in the Debit Card Overdraft Service by calling (877) 732-2848, visiting any of our convenient branch locations or sending a letter with your request to SDCCU, PO Box 261209, San Diego, CA 92196-1209.

Nonsufficient Funds (NSF) and Overdraft Fees Daily Limit

You may only be charged a total of up to four (4) Courtesy Clearing, Debit Card Overdraft Service and/or Nonsufficient Funds (NSF) fees per day, per checking account. If you are enrolled in Courtesy Clearing, Debit Card Overdraft Service, or both and have reached your daily fee limit we may pay additional overdrafts at our discretion, which means we do not guarantee that we will always, or ever, authorize and pay them. Overdraft Transfer and Reg D Excess Transaction fees charged to your checking account are not included in this daily limit.

Additional Information

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. We have no obligation to pay any items drawn against nonsufficient funds. We may terminate or limit participation in Courtesy Clearing and/or Debit Card Overdraft Service and/or stop paying items at any time without notice to you.

If you have a negative balance in any account you have with us, we may place a hold on balances in any other account you may have with us until the negative balance is paid, or we may offset the amount of the negative balance against any of your other accounts as permitted by law. In addition, we may report your account to consumer reporting agencies such as ChexSystems and other credit bureaus. You will be notified by mail to your last address shown on the Credit Union's records, or by email as permitted by law, of any items drawn against nonsufficient available funds paid or returned.

that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees that you owe us shall be due within ten (10) days. If there is an item drawn against nonsufficient funds paid by us on an account with more than one (1) member on the signature card, each member, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees (if any).

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, as specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. As used in this Agreement "party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

Individual account - is an account in the name of one person.

Joint account - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). All owners must meet our qualifications for membership. Each owner of this account has the ability to establish and close sub-accounts and has access to all sub-accounts including but not limited to, balance information, account history and available funds on revolving lines of credit and overdraft protection options.

P.O.D. account with single party - This account or certificate is owned by the named party. Upon the death of that party, ownership passes to the named pay-on-death beneficiary.

P.O.D. account with multiple parties - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s). Upon the death of all of them, ownership passes to the named pay-on-death beneficiary.

Trust and fiduciary account subject to separate agreement - We will abide by the terms of any separate agreement which clearly pertains to this account and which you file with us. Any additional consistent terms stated on this form will also apply.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are held in the name of the minor. The account may be accessed only by the custodian (or successor custodian) and the funds must be used for the benefit of the minor. We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the custodian (or successor custodian) are for the minor's benefit. For this type of account, the minor's SSN/TIN is used for the Backup Withholding Certification.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any person authorized to transact on the account. You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. When you place your stop payment order we will tell you what information we need to stop payment. This information must be exact since stop payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop payment order was oral your stop payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order. You may initiate a stop payment order by calling (877) 732-2848, visiting any of our convenient branch locations or sending a letter with your request to SDCCU, PO Box 261209, San Diego, CA 92196-1209.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop payment order.

Limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

PREAUTHORIZED TRANSFERS - A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the Automated Clearing House (ACH). If the transfer or withdrawal is initiated in person, by mail or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this Agreement. Rules governing changes in rates are provided separately in the Truth-In-Savings section of this disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account (i) if your membership with SDCCU terminates, (ii) if you violate any terms of this Agreement, SDCCU's bylaws, or any other policies, rules or regulations that SDCCU may adopt from time to time, or (iii) if we provide you with reasonable notice and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this Agreement. SDCCU reserves the right to terminate your account, suspend your services, or expel you from membership if you are (i) convicted of a criminal offense, including moral turpitude, (ii) fail to carry out your contracts, agreements, or obligations with us, (iii) exhibit conduct and/or behavior which poses a threat to the health, safety and welfare of our personnel and/or other members through any means (including, but not limited to, electronic communications), (iv) engage in behavior that inflicts or is intended to inflict harm upon, or otherwise harass, bully, disparage or defame SDCCU, its personnel, any SDCCU member, any other individual who is present with a branch, office or location of SDCCU, or any individual otherwise engaged in business on behalf of SDCCU, (v) exhibit behavior which interferes with credit union personnel carrying out their duties or functions, or (vi) refuse to comply with the provisions of California Credit Union Law or SDCCU's bylaws. The determination of whether you have engaged in activities sufficient to warrant termination of your account, suspension of your services, or expulsion from SDCCU will be made by SDCCU in its discretion based on the circumstances. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other

item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

ACCOUNT STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to the Electronic Fund Transfers disclosure section of this booklet and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to the section entitled Substitute Checks and Your Rights.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If all account owners have not yet signed the Membership Agreement, or that some other account opening requirement has not been completed we may consider this a temporary account. We may give you a duplicate Membership Agreement so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account or from any other account you have with us, any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may offset any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account (IRA) or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) offset is prohibited by the Military Lending Act ("MLA") or its implementing regulations. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages or expenses that result from your placement of these restrictions or instructions on your check(s).

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

BULK DEPOSITS - At our discretion, a deposit containing a high volume of checks may be processed as a Bulk Deposit meaning funds are deposited immediately based on the total provided and are verified by the close of that business day. Funds are not available until the amounts are reconciled and any adjustments made in accordance with the Funds Availability Disclosure section of this booklet.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we provide you with a copy of an item(s).

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

ACH AND WIRE TRANSFERS - This Agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the State of California. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by National Automated Clearing House Association (NACHA) rules. These rules provide, among other things, that payments made to you or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will

not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

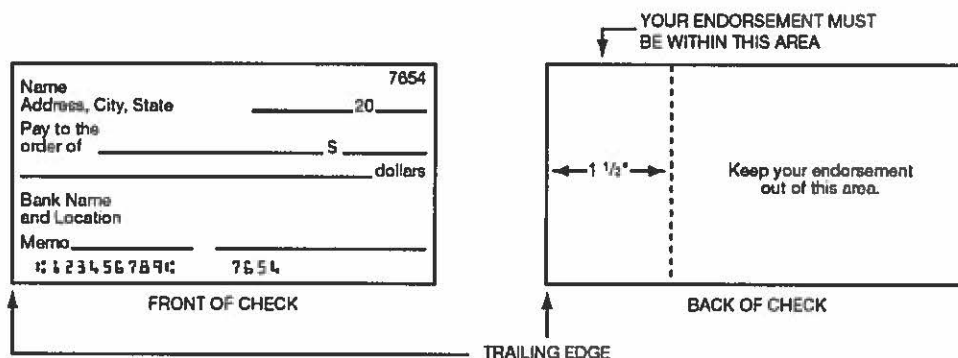
POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf (we, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit). This may be done by allowing your agent to sign in that capacity on the Membership Agreement or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described in the "Stop Payment" section of this Agreement.

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, Driver License number, etc.) must fall within 1½" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1½" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state (we may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere). Generally, the funds in your account and property in a Safe Deposit Box are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds. Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by applicable state law.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report dividend payments we make to you of \$10 or more in a year, and to include your Taxpayer Identification Number (TIN) on the report (the TIN is your Social Security Number (SSN) if you are an individual). Reporting includes dividends and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the dividends that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold dividend payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of any dividends. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your dividend income.

Account Types - TIN

Individual account - SSN of the individual.

Joint account - SSN of the owner named first on the account.

UTMA account - SSN of the minor.

CREDIT VERIFICATION - You agree that we may verify and re-verify credit, financial history, identification and employment history by any necessary means, including obtaining a report from a consumer reporting agency (e.g. credit report, ChexSystems report, etc.).

TRANSACTIONS BY MAIL - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your

statement carefully, call us or send us a Secure Message through Internet Branch online banking to ensure that we received the item. Do not send cash through the mail for deposit.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, at our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action is made. We may do these things even if the legal action involves less than all of "you" - i.e., the account holder(s) and anyone else with the authority to deposit, withdraw or exercise control over the funds in the account. In these cases, we will not have any liability to you if there are nonsufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather, and in some cases report, information on certain transactions. If information requested from you is not provided, the transaction may be refused and account services may be limited, including account closure.

ATTORNEYS' FEES AND COSTS - If you are in default with this Agreement, you agree to pay SDCCU's attorneys' fees, court costs and any other expense of enforcing SDCCU's rights under this Agreement. Further, if we can prove that you made false statements or reports for the purpose of influencing our decision in opening an account(s) and/or in providing you service(s), you agree to pay SDCCU's attorneys' fees, court costs and any other expense of enforcing our rights under this Agreement.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require. Please refer to our Consumer Services Fee Schedule for applicable fees.

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." See section regarding Remotely Created Checks below for information regarding remotely created checks and their function. For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributed to the loss.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - By signing your Membership Agreement or opening an account with SDCCU, you are agreeing that we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service during our ongoing business relationship, we may need to contact you from time to time by telephone, text messaging or email.

By signing your Membership Agreement or opening an account with SDCCU, you authorize us to contact you via email, text or phone, including mobile phone, at any number or email address that you have provided or that otherwise reaches you, for any purpose, including but not limited to service, marketing, or debt collection.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device automatic telephone dialing system.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. You agree that you understand that you are not required to provide such consent as a condition of receiving any good or service.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are nonsufficient funds in your account, you still owe us the remaining balance.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of early withdrawal penalties for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address and/or your name. Unless we agree otherwise, changes of address and/or name must be made in writing or via Internet Branch by at least one of the account holders. Informing us of your address and/or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you. You agree that SDCCU may access the records of the California Department of Motor Vehicles to obtain your current mailing address and by so agreeing, you waive your rights under section 1808.21 of the California Vehicle Code.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency.

We may report information about your account to consumer reporting agencies. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

"Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members who have not done what they are required to do under our Agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. You may be issued a Visa debit card or ATM card to access funds in your account. The card remains the property of SDCCU. We may modify, restrict or cancel the card at any time with notice, or without notice if the account presents an actual or anticipated risk of loss or to ensure the security of your account. You understand associated fees may also be included with transactions. If a transaction is requested and there are not enough available funds in the account, the transaction may be declined or may trigger overdraft activity based on your overdraft elections with us. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the ACH or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and SDCCU information. This information can be found on your check or draft as well as on a deposit or withdrawal slip. Thus, you should only provide your SDCCU account information (whether over the phone, the Internet or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account.
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking and/or savings account.
- **Electronic check or draft conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for nonsufficient funds.

TouchTone Teller telephone transfers - types of transfers - You may access your account by telephone 24-hours a day using your PIN and your account numbers, to:

- transfer funds between checking, savings and loan accounts with us
- make payments from checking and/or savings to loan accounts with us
- get information about the account balance of checking, savings and loan accounts with us

Other transactions are available.

ATM Transfers - types of transfers - You may access your account(s) by ATM using your card and PIN, to:

- make deposits to checking and/or savings account with us
- get cash withdrawals from checking and/or savings account with us
- transfer funds between checking and savings account with us
- make payments from checking and/or savings account to loan accounts with us
- get information about the account balance of your checking, savings, and loan account with us

Some of these services may not be available at all terminals.

Types of Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits or from a participating financial institution, and do anything that a participating merchant will accept.

ATM Point-of-Sale and Visa Network Transactions - dollar limitations - Using your card (as debit):

There are limits to the aggregate dollar amount of transactions you can make in a day depending on your account and the type of transaction you are performing, as listed in the following table. If your available account balance is lower than any of these limits, your available account balance is the maximum that can be withdrawn. These limits assume all network communications are active. If any communication systems are offline, the limit is \$100 per card per account per day for all transaction types.

Daily Aggregate Dollar Limits

Account Type	At ATMs	Via Point Of Sale (POS)	Via Visa Network
Builder Account	\$300	\$500	\$500
Teen First Checking Account	\$300 ¹	\$300 ¹	\$300 ¹
High-Yield Checking Account	\$1,000	\$5,000	\$5,000
All Other Accounts	\$500	\$5,000	\$5,000

¹A parent or guardian listed on the account may impose lower limits. The maximum daily total combined amount for all transaction types (ATM, POS and Visa Network) cannot exceed \$900 per card per account.

Types of Visa Debit Card Point-of-Sale and Visa Network Transactions - You may access your checking account to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. Visa network transactions are treated as checks for purposes of the account disclosures, with the following exceptions: (1) You do not have the right to stop payment on Visa debit card transactions and (2) SDCCU may charge withdrawals to your checking account in any order it determines; and if the available account balance is not sufficient to cover all withdrawals, SDCCU may pay Visa debit card withdrawals and dishonor checks at SDCCU's sole discretion.

Currency Conversion and International Transactions - When you use your card at a merchant or ATM that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by the processing network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the processing network itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Processing networks charge an International Service Assessment on all international transactions, regardless of whether or not there is a currency conversion. As a result, a 2% international transaction fee is charged on all international transactions. An international transaction is a transaction where the country of the merchant or ATM is outside the U.S.

Advisory Against Illegal Use - You agree not to use your card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing - We have enabled non-Visa debit transaction processing. This means you may use your SDCCU Visa debit card on a PIN-Debit Network¹ (a non-Visa network) without using a PIN.

The non-Visa debit network for which such transactions are enabled is: STAR[®] Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your SDCCU Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a Point-Of-Sale (POS) terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your Agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

¹Visa Rules generally define the *PIN-Debit Network* as a non-Visa debit network that typically authenticates transactions by use of a PIN but that is not generally known for having a card program.

Internet Branch and Bill Payer Plus[™] electronic transfers - types of transfers - You may access your account(s) electronically by using a computer or mobile device through the Internet by logging into our website at sdccu.com and using your Internet Branch online banking username and password to:

- transfer funds between checking, savings and loan account(s) with us
- make payments from checking and/or savings to loan account(s) with us
- make payments from checking to third parties
- please refer to our Consumer Services Fee Schedule for details
- get information about:
- the account balance of checking, savings or loan account(s) with us

Other transactions are available. Please refer to the specific Internet Branch and Bill Payer Plus Terms and Conditions found in Internet Branch Self Service for details.

Mobile Banking - For information regarding access, transactions available and limitations, please refer to our Mobile Banking Terms and Conditions found in Internet Branch Self Service.

SDCCU Mobile Deposit - For information regarding access, transactions available and limitations, please refer to our SDCCU Mobile Deposit Terms and Conditions in Internet Branch Self Service.

FEES - Please refer to our Consumer Services Fee Schedule for any applicable fees.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

Terminal transfers - You can get a receipt at the time you make a transfer to or from your account using an ATM or POS terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (877) 732-2848 to find out whether or not the deposit has been made.

Periodic statements

You will receive a monthly account statement from us for your checking and money market account.

You will receive a monthly account statement from us for your savings account, unless there are no electronic transactions in a particular month. In any case, you will receive a statement at least quarterly.

PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this Agreement in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our Consumer Services Fee Schedule for the amount we will charge you for each stop payment order you give.

Notice of varying amounts - If these regular payments vary in amount, the person you are going to pay should tell you, ten days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If an electronic terminal does not have enough cash to complete the transaction.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our Agreement(s) with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Notice and Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability - Generally. Tell us AT ONCE if you believe your card and/or PIN/password code(s) have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). You can lose no more than \$50 if someone used your card and/or code without your permission, and, either:

- (i) your card can be used to initiate a transaction without a PIN or other personal identification number, or
- (ii) you tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Your card and PIN are for personal use only. You agree not to allow another person to use your card and/or PIN and understand you are fully liable for all transactions conducted by anyone with whom you have shared your card and/or PIN.

• **Additional Limit on Liability for Visa debit card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer - If you believe your card and/or code has been lost or stolen, notify us as soon as possible and in any event within two business days if possible, preferably by telephone at (877) 732-2848 followed by a letter or other written confirmation to the address shown in this Agreement. You should also call the number and/or write to the address listed in this Agreement if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this Agreement, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and SDCCU account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.

We will determine whether an error occurred within ten business days (five business days for Visa debit card POS transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten business days (five business days for Visa debit card POS transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SAN DIEGO COUNTY CREDIT UNION
PO Box 261209
San Diego, CA 92196-1209
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (877) 732-2848
MORE DETAILED INFORMATION IS AVAILABLE
UPON REQUEST.

**NOTICE OF ATM/NIGHT DEPOSIT
FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- (1) Prepare for your transactions at home to minimize your time at the ATM or night deposit facility.
- (2) Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
- (3) Compare your records with the account statements you receive.
- (4) Do not lend your card to anyone.
- (5) Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- (6) Protect the secrecy of your PIN. Protect your ATM card as though it were cash. Do not tell anyone your PIN. Do not give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse.
- (7) Prevent others from seeing you enter your PIN by using your body to shield their view.
- (8) If you lose your card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- (9) When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- (10) Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
- (11) If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- (12) Do not display your cash; secure it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
- (13) At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- (14) We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to "transaction" accounts and savings accounts for all deposits excluding deposits made through SDCCU Mobile Deposit. For information regarding the funds availability of deposits made through SDCCU Mobile Deposit, please refer to the SDCCU Mobile Deposit disclosure or visit sdccu.com. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our goal is to make funds from your cash, check, and electronic deposits available to you on the business day we receive your deposit. In some cases, we may delay your ability to withdraw funds. Then, the funds will generally be available to you by the second business day after we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing on a Saturday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The cut-off time for the lobby and drop box is one hour prior to closing.

If you make a deposit at an ATM we own or operate before 3:00 p.m. Pacific Time (PT) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM we own or operate after 3:00 p.m., on a Saturday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available immediately.

If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS - If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). If the funds are deposited by check, cashier's check, certified check, teller's check, depository check, traveler's check, or by federal, state and local government check, the excess over \$5,000 will be available no later than the seventh business day after the day of your deposit.

Funds from all other check deposits will generally be available on the second business day after the day of your deposit unless longer delays apply. The first \$200 of your deposit(s), however, will be available immediately.

DEPOSITS AT AUTOMATED TELLER MACHINES - Funds from any deposits (cash or checks) made at ATMs we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you deposited at ATMs that we own or operate will be available on the first business day after the day of deposit. Also, the first \$200 of a day's deposit(s) made at ATMs we own or operate will be available immediately. Checks drawn on SDCCU will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises.

All ATMs that we own or operate are identified as our machines.

SUBSTITUTE CHECKS

As our member, we think it is important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights.

What is a substitute check? - To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic withdrawals from your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks? - In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within ten (10) business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? - If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by calling, sending us a Secure Message through Internet Branch, writing us or by visiting any of our convenient branch locations.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why you believe the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check and the name of the person to whom you wrote the check.

TRUTH-IN-SAVINGS DISCLOSURE

FREE CHECKING WITH ESTATEMENTS ACCOUNT

Rate information - This is a non-dividend bearing account.

Minimum balance requirements - The minimum balance required to open this account is \$25.

TEEN FIRST CHECKING ACCOUNT

The Teen First Checking account is for minors (ages 13-17). A parent or legal guardian must be a joint owner on the account until the minor reaches the age of 18. The joint owner consents and agrees to be the guarantor for any and all financial liabilities incurred through the use of any services, until the minor reaches 18. Teen First Checking accounts do not require eStatements. When the minor reaches 18, the account will be converted to a FREE Checking with eStatements account and will require eStatements to avoid a monthly fee.

Rate information - This is a non-dividend bearing account.

Minimum balance requirements - No minimum balance requirements apply to this account.

This account does not qualify for Courtesy Clearing or Debit Card Overdraft Service.

BUILDER CHECKING ACCOUNT

Rate information - This is a non-dividend bearing account.

Minimum balance requirements - The minimum balance required to open this account is \$25.

This account does not qualify for Courtesy Clearing.

HIGH-YIELD CHECKING ACCOUNT

Rate information - See separate Deposit Rates sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

- The minimum balance required to open this account is \$5,000.
- You must maintain a minimum average daily balance of \$25,000 in your account to avoid a monthly fee. If, during any month, your average daily balance is below the required minimum, your account will be subject to a monthly fee for that month. Please see our separate Consumer Services Fee Schedule for current fees that may apply to this account.
- You must maintain a minimum average daily balance of \$100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) in your account.

CLASSIC CHECKING ACCOUNT

Rate information - See separate Deposit Rates sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

- The minimum balance required to open this account is \$25.
- You must maintain an average minimum daily balance of \$1,000, a combined average daily savings balance of \$2,500, or have a direct deposit of \$100 or more per pay period during the month to avoid a monthly fee. See separate Consumer Services Fee Schedule.
- You must maintain a minimum average daily balance of \$1,500 in your account to obtain the disclosed annual percentage yield.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) in your account.

PRIMARY SAVINGS ACCOUNT

Rate information - See separate Deposit Rates sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

- The minimum required to open this account is \$1.
- You must maintain a minimum average daily balance of \$1 in your account to avoid a Primary savings account with less than \$1 fee. See separate Consumer Services Fee Schedule.
- You must maintain a minimum average daily balance of \$100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) in your account.

Transaction limitations - In Compliance with Federal Banking Regulation D, you may make up to six transfers or withdrawals by means of a preauthorized, automatic, electronic or telephonic transfer to another account of yours or to a third party or by check, debit card or similar order to a third party during any calendar month. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

Par value of a share:

The par value of a share in this account is \$1.

SPECIAL SAVINGS ACCOUNT

Rate information - See separate Deposit Rates sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

- The minimum required to open this account is \$1.
- You must maintain a minimum average daily balance of \$100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) in your account.

Transaction limitations - In compliance with Federal Banking Regulation D, you may make up to six transfers or withdrawals by means of a preauthorized, automatic, electronic or telephonic transfer to another account of yours or to a third party or by check, debit card or similar order to a third party during any calendar month. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

GREAT RATE SAVINGS ACCOUNT

Rate information - See separate Deposit Rates sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

- The minimum balance required to open this account is \$5,000.
- You must maintain a minimum average daily balance of \$100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) in your account.

Transaction limitations - In compliance with Federal Banking Regulation D, you may make up to six transfers or withdrawals by means of a preauthorized, automatic, electronic or telephonic transfer to another account of yours or to a third party or by check, debit card or similar order to a third party during any calendar month. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

MONEY MARKET ACCOUNT

Rate information - See separate Deposit Rates sheet.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

- The minimum balance required to open this account is \$5,000.
- You must maintain a minimum average daily balance of \$100 in your account to earn the annual percentage yield disclosed on the Deposit Rates sheet.

Average daily balance computation method - Dividends are calculated by the average daily balance method which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) in your account.

Transaction limitations - In compliance with Federal Banking Regulation D, you may make up to six transfers or withdrawals by means of a preauthorized, automatic, electronic or telephonic transfer to another account of yours or to a third party or by check, debit card or similar order to a third party during any calendar month. If you exceed the transfer limitations set forth above, your request may not be allowed and your account may be subject to a fee (refer to the Consumer Services Fee Schedule for details).

COMMON FEATURES

Bylaw requirements - You must complete payment of one share in your Primary Savings account as a condition of admission to membership.

Transaction limitations:

- We reserve the right to at any time require not less than sixty days' notice in writing before each withdrawal from a dividend earning account other than a term-savings certificate account, or from any other savings (share) account as defined by Federal Banking Regulation D.
- See Daily Aggregate Dollar Limits table for ATM, POS, and VISA Network limitations.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

Fees and charges - Please refer to our separate Consumer Services Fee Schedule for fees and charges related to your account and also to the separate Deposit Rates sheet for current dividend rate and annual percentage yield information. For current disclosures, please visit SDCCU.com, call (877) 732-2848 or visit one of our convenient branch locations.

AGREEMENT TO ARBITRATE

Unless you are an active duty member of the armed forces or are on active Guard or Reserve duty, or your account otherwise falls under the protections of the MLA or is otherwise exempt from arbitration under federal law, you agree that any and all claims arising from or relating to this Agreement or any service provided by SDCCU to you shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. It includes all claims by or against you, co-members, co-borrowers, SDCCU, and others providing or receiving any product or service related to this Agreement or your account with SDCCU.

A single Arbitrator shall decide all claims and shall render a final, written decision. You may choose the American Arbitration Association ("AAA"), Judicial Arbitration and Mediation Service ("JAMS"), or other similar arbitration service provider acceptable to SDCCU to administer the arbitration. Consistent with the FAA, the appropriate AAA rules, JAMS rules, or other service provider rules shall apply, as determined by the Arbitrator. For AAA and JAMS, these rules are found at www.adr.org and www.jamsadr.com.

Unless otherwise agreed by the parties, the arbitration shall take place in San Diego, California.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

The parties waive any right to bring representative claims on behalf of a class of individuals, on behalf of the public, as a private attorney general, or otherwise (the "class action waiver"). This clause may be severed or modified if necessary to render it enforceable under the FAA.

REV. 09/13

FACTS**WHAT DOES SAN DIEGO COUNTY CREDIT UNION® (SDCCU®) DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and Credit History
- Account Balances and Account Transactions
- Income and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share consumer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their consumer's personal information; the reasons SDCCU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SDCCU share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences.	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?

Call (877) 732-2848 or go to sdccu.com

Page 2**What we do**

How does SDCCU protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We limit employee access to personal information and we maintain strong physical, electronic, contractual and procedural safeguards.</p>
How does SDCCU collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ● Open an account or show your Driver License ● Apply for a loan or use your credit or debit card ● Make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ● Sharing for affiliates' everyday business purposes—information about your creditworthiness ● Affiliates from using your information to market to you ● Sharing for non-affiliates to market to you

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ● <i>SDCCU does not share with our affiliates</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> ● <i>SDCCU does not share with non-affiliated third parties so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ● <i>Our joint marketing partners include providers of financial products and services</i>

San Diego County Credit Union
PO Box 261209
San Diego, CA 92196-1209

Business Days: Monday through Friday
excluding Federal Holidays

(877) 732-2848 | sdccu.com

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Equal Housing Opportunity

EXHIBIT 14



[Home](#) [Terms and Conditions](#) [Overdraft Agreement](#)

Overdraft Agreement



MIDFLORIDA Credit Union's Overdraft Agreement revised January 11, 2017

This Overdraft Agreement ("Agreement") describes the circumstances when we (the credit union) will pay overdrafts in your checking account and charge you a fee. "Overdraft" means there are not enough funds in your actual balance to pay for a transaction. If we pay for an overdraft, we will charge a fee. The fee is described in our Fee Schedule, which is updated periodically.

Please note that for ATM and one-time debit card transactions, you must affirmatively consent to this coverage. Without your consent, we may not authorize ATM withdrawals or authorize one-time debit card transactions that will result in a negative available balance in your account.

The following is important information regarding your account balance, how transactions are posted to your account, and when an overdraft fee will be charged. You should read these disclosures carefully. If you have questions, please see a branch representative or call MIDFLORIDA Help Desk (863) 688-3733.

Your Checking Account Balance

Your checking account has two kinds of balances: the "actual" balance (also referred to as: Balance, Total, Current Balance and Ledger Balance) and the "available" balance. Both can be checked when you review your

Related Resources

[Overdrafts & Overdraft Fees](#)
[Overdraft Protection Options](#)
[Opt-in Disclosure Form \(PDF\)](#)

account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you can avoid unnecessary overdraft fees. This section explains actual and available balances and how they work.

Your actual balance is the full amount of money that can be in your account at any given time. It reflects the full amount of any deposits made to your account without regard to any portion of a deposit that may be on "hold." It also reflects payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. While the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. Any holds on deposits, holds on funds authorized for purchases, payments, fees and other charges made on your account that have not yet posted will not appear in your actual balance.

Actual balance is used to determine when your account is overdrawn. For example, if you have a \$50.00 actual balance, but you just wrote a check for \$40.00, then your actual balance is \$50.00 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40. If you also swipe your debit card at a restaurant for \$20 which is authorized but has not posted to your account; the actual balance is still \$50, but you have spent \$60. The check clears your account which reduces your actual balance to \$10. When the authorized debit card transaction posts your actual balance will be overdrawn by \$10. An overdraft fee will be deducted from your account further reducing the actual balance. This example is illustrated in the following chart:

Description	Amount	Date	Actual Balance	Available Balance

Deposit Posted	\$50.00	01-Jan	\$50.00	\$50.00
Check Written	\$40.00	02- Jan	\$50.00	\$50.00
Debit Card Authorization	\$20.00	02- Jan	\$50.00	\$30.00
Check Posted	\$40.00	03- Jan	\$10.00	-\$10.00
Debit Card Posted	\$20.00	04- Jan	-\$10.00	-\$10.00
Debit Card Overdraft Fee	\$30.00	04- Jan	-\$40.00	-\$40.00

Your available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. It is a useful tool to keep track of debit card purchases that you have authorized the credit union to pay but have not yet posted to your actual balance.

For example, assume you have an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50.00 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20.

How transactions are posted to your account

There are basically two types of transactions in your account:

- Credits or deposits of money into your account
- Debits or payments out of your account.

It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Most deposits are added to your account when we receive them. For some checks you deposit, only \$200 will post to your available balance at the time of deposit; the balance will post to your available balance two (2) business days later. There may be extended holds on checks over \$5,000. Thus, your available balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the section of your Terms and Conditions Of Your Account entitled "Your Ability To Withdraw Funds"

Debits. There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and the Credit Union is not necessarily in control of when transactions are received.

- **Checks.** When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each day. The checks drawn on your account are compiled from these data files and paid each day.
- **ACH Payments.** We receive data files every day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays you have signed up for.

- **Point of Sale (POS) Debit Card Transactions.** These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from both your actual balance and your available balance immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- **Signature Debit Card Transactions.** These are transactions where you make a purchase with your debit card and you do not enter your PIN. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold and deduct the amount of the transaction from your available balance. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance. Authorizations are deducted from your available balance but not your actual balance as they are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. **Please note:** the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

We may receive multiple deposit and withdrawal transactions on your account in many different forms throughout each business day. This means that you may be charged more than one fee if we pay multiple transactions when your account is overdrawn.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US AT (863) 688-3733 OR TOLL FREE 866-913-3733.

[Download a copy of the Overdraft Agreement](#)

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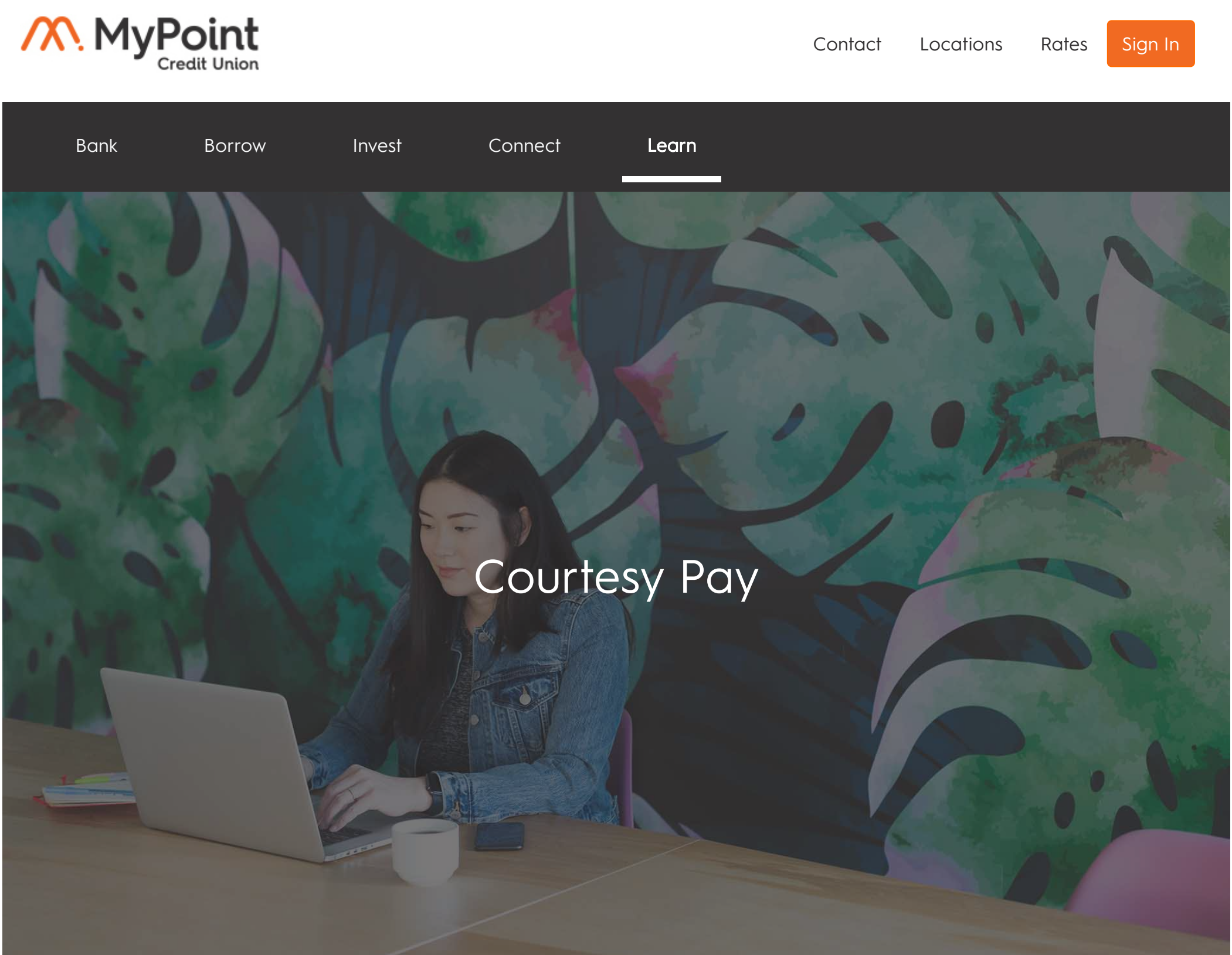
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Insured by NCUA. Equal Housing Opportunity Lender NMLS# 417627



EXHIBIT 15



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This Courtesy Pay Disclosure (“Disclosure”) sets forth the applicable terms and conditions when you (the credit union) will pay overdrafts in my checking account and charge me a fee. It is referred to as a “Courtesy Pay” program. “Overdraft” means there are not sufficient available funds in my account to pay for a transaction, but the transaction is paid under the Courtesy Pay program, which results in a negative (or “overdraft”) balance. “Non-sufficient funds” transactions are check or pre-authorized transfer transactions that are presented to you for payment on my checking account when my account lacks sufficient collected or available funds to pay such transaction, and that are returned unpaid. You retain the discretion to either: (1) return such non-sufficient funds transactions unpaid and charge an associated Overdrawn fee; or (2) pay such transactions that are presented when my account lacks sufficient collected or available funds under the Courtesy Pay program, resulting in an overdraft, and to charge an associated Courtesy Pay fee. Non-sufficient available funds or an overdraft transaction may result from: A) The payment of checks, electronic funds transfers or other withdrawal requests; B) payments authorized by me; C) The return, unpaid, of items deposited by me; D) The imposition of applicable service charges; or E) the deposit of items, which, according to the credit union’s Funds Availability Policy, are treated as not yet “available” or finally paid. If you pay for an overdraft, I will be charged a fee as described in your Schedule of Fees and charges. The Overdrawn or Courtesy Pay fees are described in our Schedule of Fees and Charges, which is updated periodically.

Please note that for ATM and one-time debit card transactions, I must affirmatively consent to this coverage. Without my consent, you may not authorize and pay an ATM or one-time debit card transaction that will result in insufficient available funds in my account.

This Courtesy Pay Disclosure includes important information regarding my account balance, how transactions are posted to my account, and when a Courtesy Pay fee will be charged. I should read these disclosures carefully. If I have questions, I will see a branch representative or call 1-858-495-3400.



MY CHECKING ACCOUNT BALANCE. My checking account has two kinds of balances: the “actual” balance and the “available” balance. Both can be checked when I review my account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that I know how much money is in my account at any given time. This section explains actual and available balances and how they work.

My **actual** balance is the amount of money that is actually in my account at any given time, but not all funds included in the actual balance are considered available for transactions on my account. It reflects transactions that have “posted” to my account, but not transactions that have been authorized and are pending. While the term “actual” may sound as though the number I see is an up-to-date display of what is in my account that I can spend, that is not always the case. Any purchases, holds, fees, other charges, or deposits made on my account that have not yet posted will not appear in my actual balance. For example, if I have a \$50.00 actual balance, but I just wrote a check for \$40.00, then my actual balance is \$50.00 but it does not reflect the pending check transaction. So at that point, I actually have \$50, but I have already spent \$40.

My **available** balance is the amount of money in my account that is available to me to use without incurring a Courtesy Pay fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that you have authorized but that have not yet posted to my account. For example, assume I have an actual balance of \$50 and an available balance of \$50. If I were to use my debit card at a restaurant to buy lunch for \$20, then that merchant could ask you to pre-authorize the payment in that amount (or even in a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, you will place a “hold” on my account for \$20 (referred to as the authorization hold). My actual balance would still be \$50.00 because this transaction has not yet posted, but my available balance would be \$30 because of the restaurant’s preauthorization request that resulted in an authorization hold of \$20 on my account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), you will post the transaction to my account and my actual balance will be reduced by the amount of the posted transaction.

Available balance is used to determine when my account is overdrawn. The following example illustrates how this works:

Again, assume my actual and available balance are both \$50, and I swipe my debit card at a restaurant for \$20. If the restaurant requests preauthorization in the amount of \$20, an authorization hold is placed on \$20 in my account, so my available balance is only \$30. My actual balance is still \$50. Before the restaurant charge is sent to you for processing, a check that I wrote for \$40 clears. Because I have only \$30 available (due to the authorization hold of \$20), my account will be overdrawn by \$10, even though my actual balance is \$50. In this case, you may pay the \$40 check, but I will be charged a Courtesy Pay fee. That fee will be deducted from my account, further reducing the balance.

My account is considered overdrawn when the available balance in my account is negative (less than \$0). It is very important to understand that I may still overdraw my account even though the available balance appears to show there are sufficient funds to cover a transaction that I want to make. This is because my available balance may not reflect all my outstanding checks and automatic bill payments that I have authorized, or other outstanding transactions that have not been paid from my account.

In the example above, the outstanding check will not be reflected in my available balance until it is presented to you and paid from my account.

In addition, my available balance may not reflect all of my debit card transactions. For example, if a merchant obtains your prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), you must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by you and paid from my account. Additional information regarding how authorization holds affect my account’s available balance can be found in the “Signature Debit Card Transactions” provision below.

HOW TRANSACTIONS ARE POSTED TO MY ACCOUNT. There are basically two types of transactions in my account: credits or deposits of money into my account, and debits or payments out of my account. It is important to understand how each is applied to my account so that I know how much money I have and how much is available to me at any given time. This section explains generally how and when you post transactions to my account.

- **Credits.** Most deposits are added to my account when you receive them. For some checks I deposit, only \$200 will be made available at the time of deposit; the balance will be available two (2) business days later. There may be extended holds on checks over \$5,000. Thus, my available balance may not reflect the most recent deposits to my account. For details on the availability for withdrawal of my deposits, see the section of my Membership Agreement & All-in-One Disclosure entitled “Funds Availability Policy and Disclosure.”
- **Debits.** There are several types of debit transactions. Each type of debit transaction is described generally below. Keep in mind that there are many ways transactions are presented for payment by merchants, and you are not necessarily in control of when transactions are received.
 - **Checks.** When I write a check, it is processed through the Federal Reserve system. You receive data files of cashed checks from the Federal Reserve each business day. The checks drawn on my account are compiled from these data files and paid each day. You process the payments by draft number, from low check number to highest.



- o **ACH Payments.** You receive data files every business day from the Federal Reserve with Automated Clearing House or ACH transactions. These include, for example, automatic bill pays I have signed up for. Each day, ACH transactions for my account are grouped together and paid by the sequence number assigned by the Federal Reserve.
- o **Point of Sale (POS) Debit Card Transactions.** These are transactions where I use my debit card and I enter my PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from my account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant.
- o **Signature Debit Card Transactions.** These are transactions where I make a purchase with my debit card and I do not enter my PIN but instead am asked to sign for the purchase. As described above, in these situations, the merchant may seek prior authorization for the transaction. When that happens, you commit to making the requested funds available when the transaction finally posts and as such, you generally place a temporary hold against the available funds in my account. You refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from my available balance. Authorizations are deducted from my available balance but not my actual balance as they are received by you throughout each day. At some point after I sign for the transaction, it is processed by the merchant and submitted to you for payment. This can happen hours or sometimes days after I signed for it, depending on the merchant and its processing company. Until the transaction finally settles or you otherwise remove the hold (for example, you may remove the hold because it exceeds the time permitted, or you determine that it is unlikely to be processed), the funds subject to the hold will not be available to me for any other purposes. These payment requests are received in real time throughout the day and are posted to my account as they are received. **Please note:** the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if I use my card at a restaurant, a hold will be placed in the amount of the bill presented to me, but when the transaction posts it will include any tip that I may have added to the bill. This may also be the case where I swipe my debit card at gas stations and hotels and other retail establishments. For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. You cannot control how much a merchant asks you to authorize, or when a merchant submits a transaction for payment. You are permitted to place an authorization hold on my account for up to three (3) business days (or up to thirty (30) business days for certain types of debit card transactions) from the time of the authorization or until the transaction is paid from my account. However, if the transaction is not submitted for payment, you will release the authorization hold, which will increase my available balance until the transaction is submitted for payment by the merchant and finally posted to my account. If this happens, you must honor the prior authorization and will pay the transaction from my account. In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, you may maintain the authorization hold even after the purchase amount is actually paid from my account. However, in these instances, you will not maintain an authorization hold for longer than three (3) business days (or for up to thirty (30) business days for certain transactions).

This is a general description of how certain types of transactions are posted. These practices may change and you reserve the right to pay items in any order you chose as permitted by law.

You may receive multiple deposit and withdrawal transactions on my account in many different forms throughout each business day. This means that I may be charged more than one Courtesy Pay fee if you pay multiple transactions when my account is overdrawn.

The best way to know how much money I have and avoid paying overdraft fees is to record and track all of my transactions closely.

You are not obligated to pay any item presented for payment if my account does not contain sufficient available funds. Rather than automatically returning, unpaid, any non-sufficient funds items that I may have, if my eligible account (primary used for personal and household purposes) has been open for at least ninety (90) days and thereafter I maintain my account in good standing, which includes at least: (A) I am not in default on any loan obligation to you, (B) I bring my account to a positive balance (not overdrawn) at least once every thirty (30) days, and (C) my account is not the subject of any legal or administrative order or levy, you will consider, without obligation on your part, approving my reasonable overdrafts. This discretionary* service will generally be limited to \$300, \$500, or \$750 (depending on type of account) overdraft (negative) balance for checking accounts. Of course, any and all fees and charges, including without limitation our Overdrawn/Courtesy Pay fees (as set forth in your Schedule of Fees and Charges) will be included in this limit and will apply to any transaction that overdraws my account or any non-sufficient funds transactions including, but not limited to, payments authorized, checks, ACH/Electronic Items, Debit Card/Check Card's, POS, Internet Banking/Online Banking and Telephone Banking Transactions.

You may refuse to pay an overdraft for me at any time, even though my account is in good standing and even though you have previously paid overdrafts for me. You have no obligation to notify me before you pay or return any item. The amount of any overdraft plus any applicable Overdrawn and/or Courtesy Pay fees that I owe you shall be due and payable upon demand. If there is an overdraft paid by you on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our applicable Overdrawn and/or Courtesy Pay fees.



Limitations: Available only to eligible personal checking and sole proprietor accounts, primarily used for personal household and small business purposes. AccessBuilder, Young Adult checking accounts 18-23 years old, ETA, Business type Accounts except Sole Proprietor, Savings Type Accounts, Money Market Accounts, and Public Fund/Charitable Organization Accounts not eligible. You may limit the number of accounts eligible for Courtesy Pay.

*The Courtesy Pay service does not constitute an actual or implied agreement between me and you, nor does it constitute an actual or implied obligation of or by you. This service represents a purely discretionary courtesy overdraft that you may provide to me from time to time and which may be withdrawn or withheld by you at any time without prior notice or reason of cause. I may elect to Opt-out of this service at any time by contacting the call center at 1-858-495-3400.

Accounts not eligible for Courtesy Pay include;

- Accounts with a loan past due for more than 10 days
- Accounts that had three or more returned deposited items is a year
- Accounts that have an invalid or incorrect address on file
- Dormant Accounts and accounts flagged for bankruptcy, charge-offs, liens, levies, or garnishments are not eligible.

IF I DO NOT UNDERSTAND THIS DISCLOSURE OR HAVE ANY QUESTIONS, I MAY CONTACT YOU AT 1-858-495-3400, MONDAY THROUGH FRIDAY, 7 AM TO 6 PM AND SATURDAY, 9 AM TO 4 PM PACIFIC TIME

Accounts

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EXHIBIT 16

Agreements and Disclosures



Agreements and Disclosures for



Welcome to SECU!

Founded in Baltimore in 1951, SECU is the largest state-chartered credit union in Maryland. As a not-for-profit institution governed by a Board of Directors, elected by members like you, we're different from most other financial institutions. That difference means lower rates on credit cards, mortgages, and other loans and higher rates on deposits like Money Markets, CDs, and checking accounts.

When you use SECU services, not only do you benefit, but you help SECU help other members like you.

To deepen your relationship with SECU and to apply for any of the many loan and deposit products available to you, visit us online at secumd.org or at one of our many convenient branches, or call us at 410-487-7328 or 800-879-7328.

This agreement includes an arbitration agreement. You may reject this arbitration agreement as specified herein. Please see page 8 for details.

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A. General

These Agreements and Disclosures ("Agreement") govern selected share and depository accounts established with State Employees Credit Union of Maryland, Incorporated. If you have a loan with SECU, please refer to the disclosures you received for the terms and conditions of that loan. This Agreement replaces previous Agreements. The words "we," "our," and "us" refer to State Employees Credit Union of Maryland, Incorporated. ("SECU"). The words "you," "your," and "member" refer to account owner(s) identified on the Account Application or on other account documents.

By opening an account or continuing to use an account, or by using any of the services we provide in conjunction with accounts, you agree to be bound by the terms and conditions of all agreements and disclosures applicable to your account(s) and transactions, as the same may be amended from time to time. This includes all present and future laws, governmental rules, orders and directives, and the bylaws, policies, rules, and regulations of SECU now in force or as amended in the future and includes this Agreement. You further acknowledge receipt of a copy of this Agreement currently applicable to your account. The Agreement establishes the type of account, terms of account, and relationship between you and us as to the account. Please read this information carefully and keep it with your other account records.

Notices

You are responsible for notifying us of any address or name change. We are required to attempt to communicate with you only at the most recent address you have provided to us. We may require notices from you to us to be provided in writing.

Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

Any written notice you give us is effective when we receive it. Any written notice we give you is effective when it is deposited in the mail. Notice to any account owner is considered notice to all account owners.

Notice to us must be sent to SECU, PO Box 2148, Glen Burnie, MD 21060.

Denial of Products and Services and Restrictions on Account Access

You agree that if you do not honor your obligations to SECU under this Agreement or any other agreement you have with SECU (including a loan agreement), SECU may deny you products or services and may restrict your access to all depository, credit card, and loan accounts. For example, your account access may be restricted if: (i) you are 45 or more days late on a payment obligation to SECU; (ii) you are 45 or more days overdrawn on a deposit account (iii) in SECU's judgment your conduct is disruptive or causes or may cause SECU a loss; or, (iv) you do not follow the terms of this Agreement or any other agreement with SECU. Conduct relating to one account or loan may result in access restriction for all SECU accounts and services associated with you.

Termination of Account; Expulsion

We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us.

You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

In general, the grounds for expulsion are as follows:

- Failure to meet or honor an obligation or obligations to SECU which results in a loss.
- Conviction of a criminal offense against the Credit Union or its employees, officers, directors or committee members.
- Member neglects or refuses to comply with the provisions of the Annotated Code of Maryland Financial Institutions Article, Title 6, or SECU's By-laws.
- For conduct including, but not limited to actual or attempted fraud, obtaining money or credit by false pretenses or false statements, counterfeiting, forgery, bribery, conspiracy, obtaining property or services by bad check, credit card offenses under the Criminal Law Article, Title 8 of the Annotated Code of Maryland, unauthorized access to computers, burglary, embezzlement, larceny, theft, robbery, telephone misuse, assault and battery, which results in loss or potential loss to SECU or damage or injury to SECU or its offices, directors, employees or committee members.
- Conduct which is or can result in action which is disruptive or injurious to SECU's operation or its members.
- Members whose membership has been terminated by a majority vote of the Board of Directors shall be listed in the meeting minutes of the Board of SECU. Termination shall be effective immediately upon the vote of the Board and notice rendered to member.

In order to apply for reconsideration, members must apply in writing to the Board of Directors accompanied by information sufficient to consider this request. Reconsideration will only be considered one time.

Death of an Account Owner

We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or other items in accordance with this Agreement. We may require anyone claiming a deceased owner's account funds or otherwise making a claim concerning a deceased owner's account funds

to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

Obtaining Information

You expressly authorize us to check your credit, account, employment history, and other information by any means, including the preparation of a credit report by a credit reporting agency. We have a continuous need for up-to-date information about our members. Some of that information is protected by the Federal Privacy Act. The information we need includes, but is not limited to Social Security number; current address; permanent mailing address (if different); unit/location of assignment (overseas only); home or cell phone; and employer information. We may also request your email address. If you change your address, you must notify us of your new address within 15 days. You expressly authorize the credit union to contact your employer and obtain needed information, and you consent to the release of that information to SECU. It is understood that the credit union will use the information for "Office Use Only" and will not further release that information without express written approval.

Account and Credit Information

You authorize us to release information from our records regarding your account as required by applicable law. You agree that we may answer inquiries regarding your credit. You also authorize us to provide information about your account to any affiliates and subsidiaries; account information services and credit bureaus; any third party who may wish to offer you goods or services (subject to the terms of our Privacy Policy) or whom the credit union reasonably believes is conducting an inquiry in accordance with applicable law; and any party acting with your permission, expressed or implied (for example, through the use of your personal identification number or Social Security number).

Application for Membership

To become a member of SECU, you must be qualified under SECU's By-laws and deposit \$10 to establish a Share Savings account. If a minor under age 18 is seeking membership, they may be required to have a joint owner age 18 years or older on all accounts. With respect to accounts opened by a minor, any account activity by a minor (including making of deposits or withdrawals) once the minor attains the age of 18 years shall constitute ratification by the minor of the minor's membership agreement and of all of the terms and conditions contained in all agreements and disclosures governing such account and the use thereof.

USA Patriot Act

In order to prevent the use of the United States banking system in terrorist and other illegal activity, Section 326 of the USA Patriot Act requires that we must:

- Verify the identity of any person opening a new account
- Request and maintain records on the information used to verify the person's identity including name, street address, date of birth, tax identification number, and other identifying information.

We will comply by obtaining valid identification and verifying all information given for the use of opening new account relationships. We may also ask to see your driver's license or other identifying

documents so that we can ensure we know the true identity of each individual. These requirements may not be waived under any circumstances.

If your account is funded before we verify your information, you may not have access to your account until verification is completed. If we are unable to verify your identity to our satisfaction, learn of any misrepresentations in any applications or other materials submitted to us, or if any information that you submit is called into question or we are unable to authenticate you or your identity, we may not open your account or we may close your account if previously opened. We may also prevent you from opening an account with us in the future.

Account Ownership

The available types of account ownership and certain rights of account owners are described below. The rights of certain other persons named on an Account Application also are described. The type of ownership for your account(s) and the person(s) other than owners named on your account(s) are shown on the Account Application for your account(s) and were disclosed to you in writing when the account was opened or when an Account Application was signed.

Individual Ownership – The account is owned only by the member shown on the Account Application. No other person has any present rights in the account. Upon the death of the member, the funds in the account become part of that member's estate.

Joint Ownership – The account is owned by the member and one or more additional individuals identified as joint account owners on the Account Application (together referred to as "owner"). Under joint ownership, the account is owned jointly and subject to the right of any owner to transact business, including withdrawals. The owner, under whose Social Security number the account has been established, may pledge all or part of the deposits in the account as collateral security for a SECU loan. At the death of an owner, the balance in an account shall belong to the surviving owner(s) as stated below.

We are authorized to pay funds to or transact any business in connection with this account with the member or another person with the consent of the member. Any owner who is not also a SECU member is not permitted to borrow from us. An owner is not a member unless that owner has opened a Share Savings account under his/her own Social Security number. If a member wants to delete a joint owner from an account, we may require the account to be closed and the member may then open a new account.

In the event the owner under whose Social Security number the account was established dies, the account will be closed and the balance in the account will be divided equally between all surviving account owners by issuing separate checks. Surviving owners may establish a new account, deposit their portion of the funds into a different account, or take the balance as a check. Each joint owner acknowledges that the account is subject to Maryland's Multiple-Party Account law.

Custodial Savings Account

This account is an irrevocable gift to a minor established under the

provisions of Maryland's "Uniform Transfers to Minors Act." The Custodial Savings account is opened by an adult, at least 18 years old, in the name and Social Security number of the minor who is eligible for SECU membership. Joint Custodians may also open the account for a minor. Once the Custodial Share Savings account has been opened, Custodial Checking, Money Manager, and Holiday accounts as well as Custodial Savings Certificates of Deposit may also be opened. The custodian(s), who is/are not required to be a SECU member, has/have sole control of the account and receive(s) all account statements. The custodian(s) has/have the power to make withdrawals with his/her signature only, but all transactions must be for the benefit of the minor. Withdrawals, including ATM withdrawals, by anyone other than the custodian(s) are prohibited; however, anyone may make deposits into the account. Electronic member-to-member transfers can be made using our 24-hour Expressline service. Earnings on the account are reported to the IRS in the name and Social Security number of the minor. We will not change the account status when the minor reaches the age of majority unless authorized in writing by the custodian.

Payable on Death

Any person identified on an Account Application, as a "Payable on Death (POD) Payee" will acquire vested ownership rights in the account only after the death of all owners and then only if the POD payee is alive. When we are provided with proof of death of the last surviving owner, we will close the account and prepare checks payable in an amount divided equally among all surviving POD payees. The checks will be delivered only when all surviving POD payees are present either in fact or through a notarized Power of Attorney. Each member or other account owner reserves the right, subject to any requirements or restrictions that we may impose, and without notice to any POD payee, at any time, to close the account, to change POD payee(s), account type, and/or account ownership, and to withdraw all or part of the account balance. If a POD payee is identified on an Account Application, each owner acknowledges that the account is subject to Maryland's Multiple-Party Accounts law.

Minor Account

We may require any account established by a minor to be a joint account with a person who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, unpaid charges, or losses or amounts on such account. We may take deposits from and pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

Estate Accounts

The account is established for a deceased individual who may have been a SECU member, the personal representative is eligible to be a SECU member, or the estate of an individual in which all beneficiaries are members or are within SECU's field of membership. Estate accounts are subject to the terms of this Agreement and other terms and conditions. The account is subject to the order of the Personal Representative or Executor ("Authorized Representative"), subject to the limitations imposed by a court order or state law. No person other than an Authorized Representative(s) providing certified copies of the court appointment as an executor or personal

representative may open an account or make any transactions in the accounts. The Authorized Representative certifies that any funds deposited into or withdrawn from the account are properly within the Authorized Representative's custody and may be lawfully deposited into or withdrawn from the account in accordance with authority duly vested in the Authorized Representative and that SECU has no duty to verify the authority of the Authorized Representative to make particular deposits or withdrawals (except as expressly provided otherwise by judicial order of which SECU has had prior notice and a reasonable time to act on that notice). The Authorized Representative promises to keep records in good faith and in the ordinary course of business which detail the interests of the Represented Person(s) of the account at all times. We do not provide legal advice and cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your will or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you or any account owners, such as adding or closing an account or service, must be evidenced by a signed Account Application and accepted by us. Authorized Representative agrees to indemnify SECU against, and SECU shall not be held liable for, or as a result of, a breach of fiduciary duty by Authorized Representative.

Power of Attorney

Subject to provisions of applicable laws, we reserve the right not to accept a Power of Attorney to act on an account at our sole discretion. If a Power of Attorney is accepted, revocation or termination of the Power of Attorney shall not be effective until after we receive written notice of revocation or termination, or receipt of a death certificate or court order, and only after we have had a reasonable time to act upon such notice. We must have a completed Agent's Certification as to the Validity of Power of Attorney and Agent's Authority. We have no duty to inquire about the use or purpose of any transaction made under a Power of Attorney.

Credit Union's Attorneys' Fees

You are liable to us for any loss, cost, or expense, including reasonable attorney's fees, we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, cost, or expense from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

Dormant Accounts and Abandoned Property

Under Maryland law, any funds paid toward the purchase of the shares or other interest in a financial organization or any deposit made with these funds, and any interest or dividends on these, excluding any charges that lawfully may be withheld, is considered abandoned after a period of three consecutive years of inactivity, and dormant after a period of two years of inactivity and will become the property of the State of Maryland, in accordance with Maryland law. Accounts for residents of states other than Maryland will become property of the resident state. An account is considered abandoned if you have not: (1) increased or decreased the amount of the funds or deposit; (2) engaged in any credit, share, or other

deposit transaction with the financial organization; (3) otherwise indicated an interest in the funds or deposit as evidenced by a memorandum on file with the financial organization; or (4) had activity in a loan account. A service charge and the cessation of benefits, including dividends or interest, are permitted by the State of Maryland. You agree that we may charge dormant/escheat account fees and cease the payment of dividends and interest for abandoned accounts, in accordance with Maryland law. See Fee Schedule. After your account is presumed abandoned, we will transfer the balance in your account to the State of Maryland as abandoned property, in accordance with Maryland law. Balances in accounts held by residents of states other than Maryland will become the property of their resident state, in accordance with state laws.

Deposits

We will collect all deposits to the account on your behalf. Deposits will be verified and handled in accordance with our usual practices, applicable law and regulations. We are not obligated to accept any deposit dated six (6) months or more prior to the time it is deposited, but may do so at our discretion. All deposits are received and credited subject to final collection, to the extent permitted by applicable law. Without prior notice to you, we may charge back any deposit that is returned to us unpaid and/or resubmit it for payment and charge a fee, in accordance with our Fee Schedule. Credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. If a claim is made for the recovery of all, or any part of any deposit (including any items already cashed) after final payment by the credit union on the grounds that such deposit was altered, bore a forged signature or endorsement, or was not properly made payable, the amount of such claim may be withheld from the account until resolution of the claim.

Withdrawals

In accordance with Regulation D, there are limits on certain withdrawals and transfers that may be made from Share Savings, Holiday Savings, and Money Market accounts. No more than six (6) transfers or withdrawals by means of a pre-authorized, automatic, internet, or telephone transfer or by check, draft, debit card, or similar order may be made from these accounts to another account or to a third party in any month. There is no limit on the frequency or dollar amount of transfers for the purpose of repaying loans and associated expenses where the loan has been made to you by us or is serviced by us.

Withdrawals and transfers made in person, by mail, or at an ATM are unlimited. Checks written to yourself or made payable to "Cash" are also unlimited.

The date the check, order, or transfer clears your account will determine whether or not you have exceeded these limits during any month. We may not honor withdrawals or transfers beyond the applicable limit, and we may suspend or close your account. We may limit daily cash disbursements to a total of \$5,000. If you receive an amount greater than \$5,000 when making a withdrawal, closing an account, negotiating a payroll check, or cashing a check, we may offer other options for the remainder amount.

Posting Order—The Posting Order for batch processing is normally as follows: Payroll, ACH credits, ACH debits (in the order in which

we receive them), check debits (in the order in which we receive them), debit card debits (in the order in which we receive them). All transactions will be batch processed in the order listed in the previous sentence; however, we may alter the batch processing order at our own discretion. The order in which we process transactions may affect the total amount of overdraft fees that may be charged to your account.

Verification and Correction of Transactions

All transactions, including those made through an ATM (Automated Teller Machine) or ITM (Interactive Teller Machine—to be further referenced as a "Video Teller Machine"), are subject to final verification and approval by SECU. SECU may reverse or adjust any transaction, including any credit or debit transaction, that SECU determines was erroneously or improperly made to your account at any time without prior notice being provided to you, except as may be required by law or regulation. You agree that if any deposit or other credit is made to you that SECU determines should not have been made to you, SECU may reverse the credit without prior notice to you. In the event of any dispute relating to a transaction, including in connection with a cash transaction made through an ATM or Video Teller Machine, SECU's determination shall be final and controlling.

Federal Law Requirements

Under federal law, we must reserve the right to require you to give us a minimum of seven (7) days prior notice of your intent to withdraw funds from your Share Savings, Holiday Savings, or Money Market accounts. However, this will not apply to you unless the same notice is required of all of our members with a similar account type. You may not withdraw deposits that are pledged as required security on your loans.

Taxpayer Identification Numbers and Backup Withholding

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend or deny opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is approved.

Your Checking Account Total vs. Available Balances

Your Checking account has two kinds of balances: the "Total Balance"—Total Balance may sometimes be referred to as current balance—and the "Available Balance". Both can be checked when you review your account online, through mobile banking, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains Total and Available Balances and how they work.

Your Total Balance reflects all deposits made to your account, even if a portion of those deposits is on hold and therefore not available to you to use. (See our deposit hold policy.) It also reflects only payment transactions that have actually "posted" to your account, and not transactions that have been authorized and are pending. While the term "total" may sound as though the number you see is an up-to-date display of what is in your account that you can

spend, that is not always the case. Any purchases, such as debit card purchases, fees, and other charges that have not yet posted, will not appear in your Total Balance.

Example: You have a \$50 Total Balance, but you just wrote a check for \$40. Your Total Balance is \$50 but *it does not reflect the pending check transaction*. So at that point, you have \$50, but you have already spent \$40.

Your Available Balance is *the amount of money in your account that is available to you to use without incurring an overdraft fee*. Your Available Balance can change throughout the day with any bank activity such as deposits, withdrawals or debit transactions. The Available Balance takes into account things such as holds placed on deposits and decreases in your Available Balance (such as pending debit card purchases) that you initiated and SECU has authorized but that have not yet posted to your account.

Example: Assume you have a Total Balance of \$50 and an Available Balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask SECU to pre-authorize the payment. In that case, we will decrease your Available Balance by \$20. *Your Total Balance would still be \$50 because this transaction has not yet posted, but your Available Balance would be \$30 because you have committed to pay the restaurant \$20*. When the restaurant submits its bill for payment (which could be a few days later), assuming no other transactions have occurred, we will post the transaction to your account and your Total Balance will be reduced by \$20.

As stated above, your Available Balance at the time a transaction is presented for payment is used to determine when your account is overdrawn.

Example: Assume your Total and Available Balances are both \$50, and you use your debit card at a restaurant for \$20. Your Available Balance will be decreased on your account, so your Available Balance is only \$30. Your Total Balance is still \$50.

Before the restaurant charge is sent to us for processing, a check that you wrote for \$40 clears. *Because you have only \$30 available (you have committed to pay the restaurant \$20), your account will be overdrawn by \$10, even though your Total Balance is \$50*.

In this case, depending upon your overdraft options, we may pay the \$40 check, but you will be charged an overdraft fee of \$30. That fee will be deducted from your account, further reducing the Total and Available Balances. When the \$20 restaurant charge that you previously authorized is presented for payment, provided no deposits or transfers have been made, you will not have enough money in your Available Balance, the charge will be paid, and you will be charged an overdraft fee for that transaction as well, even though your Available Balance was positive when it was originally authorized.

It is very important to understand that you may still overdraw your account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make.

This is because your Available Balance may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In the previous example, the outstanding check will not be reflected in your Available Balance until it is presented to us and paid from your account.

In addition, your Available Balance may not reflect all of your debit card transactions.

Example: A merchant obtains our prior authorization for a transaction, and we reduce your Available Balance by the amount of that transaction. However, the merchant does not submit the transaction for payment within 48 hours of authorization. In this case, we will increase your Available Balance as if the transaction had not been authorized. Thus, the Available Balance will not reflect this debit card transaction until it has been received by us and posted to your account.

The best way to understand how much money you have, and avoid overdrafts, is to keep careful track of all your deposits, any holds, any decreases in your Available Balance, and payment transactions.

If you do not understand your Available Balance or how overdrafts are calculated, please call us at 410-487-7328 or 800-879-7328.

Withdrawal Items

We are not obligated to pay a withdrawal item if the Available Balance in the account is insufficient or uncollected. Also, we may refuse to honor any withdrawal item if there is a dispute about your account; the account is garnished, attached, pledged, or subject to a right of setoff; the availability of funds in the account cannot be reasonably verified; any required documentation has not been given to us; or as otherwise specified in this Agreement. At our sole discretion, however, we may pay a withdrawal item even if the Available Balance in the account is insufficient or uncollected and, in such an event, charge the amount of the overdraft against any other SECU account from which you are entitled to withdraw funds. In all cases where a withdrawal item is presented against insufficient, uncollected, or otherwise unavailable funds, whether or not the withdrawal item is paid by us, you are responsible for paying a service charge as disclosed in our Fee Schedule and it may be deducted from any of your accounts.

We are not obligated to pay a withdrawal item dated six (6) months or more prior to the time it is presented for payment, but may do so at our discretion. Except as provided otherwise in the "Notice of Postdating" section (Section C: Checking and Money Market accounts), if a withdrawal item is presented for payment before the date listed on the withdrawal item, we have the right, in our discretion, to return it unpaid or pay it without any liability. Any withdrawal item paid will be charged against the account or as otherwise provided above.

By giving, whether orally or in writing, a third party information about your account (for example, your account number or the Magnetic Ink Character Recognition (MICR) information appearing at the bottom of your checks), you are authorizing those parties to generate withdrawal items withdrawing money from your account in the amounts they

draw payable to whom they identify. All withdrawal items generated by third parties who have your account information are deemed to be authorized by you. You authorize us to honor those withdrawal items and we have no obligation to re-credit your account.

Automated Processing of Items

You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items (both deposits and withdrawals) at the lowest possible cost to all members. These automated procedures rely primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, we may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. For example, unless we have agreed to the contrary in writing, we are not obligated to honor any restrictive instructions that you write or have printed on withdrawal items, such as "Void after 90 Days," or "Two Signatures Required for Amounts Over \$5,000." You agree to reimburse us for any loss or expenses we incur because you issue or deposit an item containing such extra information. You agree that we do not fail to exercise ordinary care in paying an item if our procedures provide for limited or no sight examination of items we process. Furthermore, we shall not be liable for failing to detect forgeries done by facsimile or other methods which are not susceptible to ordinary detection.

Liens, Attachments, Garnishments, and IRS Levy

Following receipt by us of any notice of lien or IRS levy, process in attachment, garnishment, or other proceeding relating to you or your account, whether individual or joint, we are authorized, without notice to you or any joint owner of the account, unless otherwise required by law, to withhold payment of as much of the balance in the account as may be the subject of such notice or process. We may pay such amount to the court or creditor, in accordance with applicable state or federal law. We will not be responsible to you or any joint owner for such withholding or payment. We will not be responsible for refusal to honor withdrawals or checks made by you or any joint owner as a result of such withholding or payments. See Fee Schedule incorporated herein by reference.

Accounts Non-Transferable/Non-Negotiable

All accounts are non-transferable and non-negotiable, and the funds in this account may not be pledged to secure obligations of the owner except obligations with SECU. Your account is for your use only and is transferable only on our records. You may not transfer or assign your account to anyone without our written consent. We reserve the right not to acknowledge or accept attempted pledges or assignments of, or purported security interests in, any account. Transaction accounts are not assignable.

Statements

We will make account statements available to you regularly, by mail or otherwise (electronic statements), when there is activity on your account and we may do so for periods when there is no activity. You must promptly review your statements and any accompanying items and notify us in writing of any dispute or differences, for any reason, including unauthorized transactions, alteration, or other irregularities. If your periodic statement lists transactions you did not make, you must notify us in writing at the address provided on your statement of the suspected error within 60 days after the statement was sent to you. After that time, your periodic statement is presumed correct.

Failure to report irregularities within 60 days will preclude you from recovering any amounts from us, in accordance with applicable law. No legal proceeding or action will be brought by you against SECU in connection with any such irregularities unless: (1) you have given the written notice of the irregularity as provided above, and (2) such action is taken within one year after the date the statement containing the irregularity was made available to you. Additionally, under the law, we may be relieved of any potential liability for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us in writing within 30 days after your statement containing the first such irregularity was received or otherwise made available to you. No legal proceeding or action will be brought by you against SECU to recover any amount improperly paid out of the account due to an unauthorized signature, alteration or other defect unless: (1) you have given the written notice required above, and (2) such action must be taken within one year after the date the statement containing such defect was made available to you.

Online Statements

As an Online Banking user, you have the option to access your Share Savings and other deposit accounts and loan periodic statements online, also called Online Statements. If you choose this option, you no longer will receive statements, including tax statements, or notices by mail with the exception of your Visa® credit card account monthly statements, if applicable, unless you also elect to receive those statements electronically. If you choose Online Statements, you understand that you will receive the first statement generated after your start date and that past statements are not available online. We will alert you of the availability of your Online Statements by sending you an email notice at the email address shown in your records. By changing your email address in "My Profile" in Online Banking, you can change your email notice address. We are not responsible for failure to deliver an Online Statement if your statement is undeliverable due to a deactivated, inactive, or incorrect email address. The email notice will identify the account involved and the location where the Online Statement is available. You will retrieve your own Online Statements by accessing Online Banking with your personal password. It is your responsibility to maintain the proper equipment/software that will enable you to view, print, and save these statements for your records. To access and retain the electronic disclosures, you will need the hardware and software currently required for access to Online Banking. To withdraw your consent for Online Statements and have your statement sent to you in paper form, log on to Online Banking at **secumd.org**, email us at **ask.secu@secumd.com**, or call 410-487-7328 or 800-879-7328. You are not required to receive Online Statements, but SECU encourages the use of Online Statements. You have the right to continue to receive paper statements.

Fees/Service Charges

By using your SECU accounts, you agree to our Fee Schedule. You agree to pay for various services in accordance with our Fee Schedule, which are subject to change, and which are incorporated in this Agreement by reference. We may deduct our fee for handling incoming or outgoing wire transfers of funds from the amount of the transfer. We may charge fees for processing certain types of foreign transactions.

Right of Setoff/Security Interest

We may use funds in your accounts to repay any debt that is due without notice to you (other than debt incurred by credit card use or if otherwise not permitted by law). We will not be liable if this deduction causes checks or other items to be dishonored because of insufficient funds. Unless prohibited by law, we are authorized at any time to charge any such debt against your account, without regard to the origin of the funds to the account or beneficial ownership of the funds.

Funds held in individual or joint accounts may be used to repay your debts, whether such debts are owed jointly or individually. Your debts may include: (1) those owed by you, (2) those on which you are secondarily liable, or (3) any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity, or other termination of entitlement of the intended recipient of such amounts. Any indebtedness of any one of you or all of you, whether individual or joint, direct or indirect, primary or secondary, now owing or hereafter owing, may be charged to any account in your name or in your name and the name of another or other account owners, including accounts held by husband and wife. You agree to the exercise of these rights by us and further agree to hold us harmless and indemnify us in the event the account is setoff for the debt of less than all owners. If we cash a third-party check for you over the counter and the check is returned to us unpaid for any reason, you authorize us to charge the check against your account without notice, providing we return the unpaid check to you.

Lien on Shares

We have a lien on the Share Savings and deposits of a member, including any dividends or interest payable on those shares or deposits, to the extent:

1. Any outstanding loan, whether or not matured, on which the member is liable to SECU as maker, co-maker or endorser; and
2. Any dues, charges, fees, or fines payable by the member.

Indemnification/Limitation of Liability

Unless prohibited by law, you agree to reimburse us for any losses, liabilities, and expenses (including our reasonable attorney's fees) we may incur in connection with your account, except to the extent they are caused by us. We will not be responsible for any loss to you caused by an event that is beyond our control, including, but not limited to, natural disasters, wars, riots, strikes, computer failures, or the loss of power, communication or transportation facilities. You agree to pay our attorney's fees and costs, in addition to any obligations described above, in the event that we prevail in any legal proceeding arising out of your account or this Agreement.

a. Disclaimer of Responsibilities – You agree to release, indemnify, and hold us harmless from and against any and all claims, demands, expenses (including reasonable attorney's fees), loss, or damage we may suffer as a result of providing these accounts to you, the member.

b. Limitation of Damages – You expressly agree that in no event will we be liable for lost profits or any indirect, consequential, or punitive damages in connection with the services contemplated by this Agreement even if we are advised of the possibility of such damages.

c. Other Limitations – We will not be subject to any liabilities to members other than those imposed on us by law for our own failure to act in good faith or our own failure to exercise ordinary care. Except as stated herein, items are received, processed, and settled subject to the provisions of the Maryland Uniform Commercial Code in effect from time to time. These items are also received, processed, and settled subject to the rules and operating circulars of Federal Reserve banks, the regulations of the Federal Reserve Board, the rules of the Clearing House Association and clearing arrangements or agreements between or among credit unions or banks to which we are a party at that time.

d. SECU's Liability – You agree that we will not be liable in any manner whatsoever for any miscarriage, mistake, delay, misfeasance, or nonfeasance on the part of any agent or agencies selected by us in connection with any matter relating to this Agreement.

We provide the services "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. There is no warranty that your use of the services will be uninterrupted or error-free. There is no warranty against interference with your enjoyment of the information contained in the services or against infringement. You assume all risks of the use, results, and performance of the services. We are not responsible for any errors or failures caused by the malfunction of the services. We also are not responsible or liable for any computer virus caused by or introduced through the use of the services. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

Claims and Disputes Concerning Your Account

If another person or entity makes a claim against funds in your account or if we have reason to believe there is, or may be, a dispute over matters such as the ownership of the account or the authority to withdraw funds, at our sole discretion we may: (1) continue to rely on current account applications, resolutions or other account documents, (2) freeze all or part of the funds until the dispute is resolved to our satisfaction, or (3) pay the funds into an appropriate court of law for resolution.

Recording

You agree that we may record any telephone conversations you have with us regarding your account. However, we are not obligated to do so and may choose not to at our sole discretion.

When you use a video teller machine, you agree to scan and retain your ID when requested to do so for proper verification of your identity, and you authorize us to record video and audio during the transaction.

Telephone Calls, Call Monitoring and Recording

When you give a telephone number directly to us or our agents, or place a telephone call to us or our agents, you authorize us or our agents to place calls to you at that number for any purpose, including for solicitation, collection, and marketing purposes, in accordance with applicable law. You understand that a "telephone number" includes a cell phone number or VoIP and "calls" include both telephone calls and text messages to or from your phone, cell phone, or VoIP. As examples, we may place calls to you about fraud alerts, deposit holds, and collection of amounts due to us on your account. When we or our agents make calls to you, we may use automatic dialers and artificial, text, or prerecorded messages. You agree to notify us immediately of any change in your telephone number(s).

You understand and agree that you are not required to provide this consent in order to obtain any accounts, products, or services and that you may revoke this consent at any time by calling us at 800-879-7328 or any other reasonable method that gives us a reasonable opportunity to update our records.

You authorize us and our agents to monitor and record telephone conversations and other electronic communications you have with us and with our agents for reasonable business purposes, such as security and quality assurance. We may not remind you that we may be monitoring or recording a call at the beginning of the call unless required by law to do so. You consent and agree in advance to these Agreements and Disclosures.

Fair and Accurate Credit Transactions (FACT) Act notice

We may report information about your account(s) to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe we have reported

inaccurate information to a credit reporting agency, please notify us at SECU Processing Center, PO Box 2083, Glen Burnie, MD 21060.

We are authorized to report the termination of any accounts to Chex-Systems or to any other reporting agency.

Governing Law/Jurisdiction/Severability

The laws and regulations of the State of Maryland and the United States govern this Agreement without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of Maryland and the United States. Subject to the terms of the Arbitration Agreement set forth in this Agreement, any lawsuit regarding your account or your relationship with us shall be brought in a court of competent jurisdiction in the State of Maryland to the exclusion of any other courts in any other jurisdiction. You hereby submit to the personal jurisdiction of the State of Maryland. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

Arbitration and Waiver of Class Action

YOU MAY OPT-OUT OF THIS ARBITRATION AGREEMENT, SEE SECTION 11 BELOW.

You and we agree to attempt to informally settle any disputes arising out of, affecting, or relating to your accounts or your relationship with us. If that cannot be done, you and we agree that any claim or dispute between us ("Claim") that is filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claim arose prior to the Effective Date of this Arbitration Agreement, that arises out of or relates to this Agreement, your accounts or your use of our products or services shall, at the election of either you or us, be resolved by BINDING ARBITRATION administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claim is in contract, tort, statute, or otherwise; provided that if the AAA is unavailable or unwilling to serve as administrator of any arbitration, a substitute administrator shall be selected by either (a) mutual agreement of the parties, or (b) if you and we cannot agree, by a court at the request of either party. The Rules can be obtained on the AAA website free of charge at www.adr.org; or by writing or calling: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017, 800-778-7879. If a substitute arbitration administrator is appointed we will ensure that you have contact information for such substitute administrator so that you may obtain any applicable rules and forms.

Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THE AGREEMENTS AND DISCLOSURES (EXCEPT CLAIMS THAT ARE LESS THAN OR EQUAL TO THE JURISDICTIONAL LIMIT OF SMALL CLAIMS COURT ARE NOT SUBJECT TO ARBITRATION SO LONG AS THE CLAIMS ARE BROUGHT AND REMAIN IN SMALL CLAIMS

COURT). Seeking relief in small claims court does not waive your or our arbitration rights for other related or unrelated Claims. This Arbitration Agreement will be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claim.

You acknowledge that this Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

By consenting to BINDING ARBITRATION, you understand and agree with the following terms:

1. **Scope.** This Arbitration Agreement is applicable to any disputes arising out of, affecting, or relating to your accounts or your relationship with us.

2. **Selection of Arbitrator.** If either you or we elect to resolve a Claim through binding arbitration, your rights will be determined by a neutral arbitrator and NOT a judge or jury, in accordance with all applicable laws and Rules. The neutral arbitrator will be selected in accordance with the Rules, and must have experience and knowledge in financial transactions. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will supersede the conflicting Rules only to the extent of the inconsistency.

3. **Effective Date.** This Arbitration Agreement is effective upon the 61st day after we provide this Arbitration Agreement to you ("Effective Date"), unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

4. **Claims Arising Prior to Effective Date. THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

5. **Arbitration Proceedings.** Arbitration proceedings provide you a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Discovery will be available for non-privileged information to the fullest extent permitted under the Rules. Any defenses that would apply to a Claim if it was brought in a court of law will apply in any arbitration proceeding between us, including defenses based on the expiration of the applicable statute of limitations or otherwise relating to the timeliness of the initiation of the Claim, and the commencement of an arbitration proceeding under this Arbitration Agreement will be deemed the commencement of an action for such purposes. Arbitration decisions are as enforceable as any court order and are subject to very limited review by a court and cannot be appealed. The Arbitrator shall be entitled to award the same remedies that a Maryland court can award. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided,

however, the enforceability of the Class Action Waiver shall be determined by the Court. Judgment upon the award rendered by the arbitrator ruling can be entered in any court of competent jurisdiction.

6. Class Action Waiver. ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

7. Location. The place of arbitration shall be within 50 miles of your residence at the time the arbitration is commenced or at another place that both you and we agree (or by telephone).

8. Costs; Attorney's Fees. After we receive notice at our address provided below that you have started an arbitration, we will reimburse you promptly for the filing fee you paid. If you are not able to pay the filing fee, we will pay it after we receive your written request at our address provided below. We will pay the remaining costs of arbitration and the arbitrator's fees. You and we will pay our respective attorney's fees and witness and experts' expenses, except as otherwise provided by law or this Arbitration Agreement. If a law gives you the right to recover any of these fees from us, these rights apply in the arbitration. If the arbitrator issues an award in our favor, you don't need to reimburse us for any fees we paid to the arbitration administrator or for which we are responsible.

9. Severability. In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason in relation to a Claim involving class action allegations, the remainder of this Arbitration Agreement will be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain enforceable.

10. Survival. This Arbitration Agreement will survive termination of this Agreement.

11. Right of Opt-Out. You have the right to opt-out of this Arbitration Agreement, provided that you notify us of your intent

to opt-out within 60 days after we provide you this Arbitration Agreement. Your opt-out is only effective if you notify us in writing at SECU, PO Box 23896, Attn: Branch Operations, Baltimore, MD 21298 within such 60 day time period. If you fail to opt-out within this 60 day time period, you will be deemed to have provided your consent to the resolution of your Claims through binding arbitration. In the event you opt-out of this Arbitration Agreement, such opt-out will not affect other terms and conditions of this Agreement.

Relationship Rewards

In SECU's Relationship Rewards program, there are four Checking account types: Premier, Choice, Students' Choice and Standard. To qualify for Students' Choice Checking, you must be enrolled or accepted in a college, university, trade, or technical school and be age 25 or younger. When you reach age 26, your Students' Choice account will convert to a Choice account. Additional benefits for Premier and Choice Checking are available, based on Preferred Services or the combined deposit/loan balances and are the sum of:

- The average monthly balance for the cycle of all Share Savings and deposit accounts. (Any negative balances in these accounts will be subtracted from the total balance figure. Balances in all "holding" Share Savings accounts (for example: hold Share Savings account for garnishments and levies, savings secured Visa, etc.) are not counted in the total balance figure.) PLUS,
- The end of cycle balance of all certificates and principal balance on loans (including Visa credit cards). Deposit secured and rewrite loans are excluded.
- However, if any loan or Visa account is 60+ days past due, or is classified as bankrupt or charged-off, the member's loan balance for that loan will be entered as zero.

The minimum combined deposit/loan balances are shown below for each Checking account type (refer to Fee Schedule for details about possible monthly fees):

Standard	Choice	Students' Choice	Premier
\$0	\$1,000	No minimum balance	\$10,000

B. Savings Accounts

	Share Savings Account	Additional Savings Account
Account rates & fees	Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The Dividend Rate is the prospective rate that SECU anticipates paying for the applicable dividend period. The type of rate applicable to this account is a variable rate as determined by SECU's Board of Directors. The potential frequency of rate change is monthly. There are no rate limitations during the lifetime of this account. The dividend rate that will apply to the account balance is a single rate applied to the entire balance. The Dividend Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference.*	The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. The interest rate and APY may change at any time. The Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference.*
Frequency of compounding & crediting of interest & dividends	Dividends will be compounded and credited monthly. The dividend period is monthly and dividends are credited on the last day of the month.	Interest will be compounded and credited monthly. The interest period is monthly and interest is credited on the last day of the month.
Dividend and Interest accrual	Dividends will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit using the Total Balance.	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit using the Total Balance.
Effect of closing an account	If an account owner closes the account before accrued dividends are credited, accrued dividends will be paid.	If an account owner closes the account before accrued interest is credited, accrued interest will be paid.
Balance requirement to open the account	There is a \$10 minimum deposit to open the account (unless direct deposit is established at the time of account opening).	There is a \$25 minimum deposit to open the account (unless direct deposit is initiated at the time of account opening).
Balance requirement to obtain earnings disclosed	See Rate Sheet for details.	See Rate Sheet for details.
Balance requirement to avoid monthly fee	See Fee Schedule for details.	Not applicable.
Method used to calculate balance for interest & dividend purposes	The balance method used to calculate dividends is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.
Method used to calculate balance to avoid a fee	The balance method used to avoid the imposition of a fee is average monthly balance for the month.	Not applicable.
Transaction limitations	This account is subject to federally mandated limitations on withdrawals and transfers. Refer to the "Withdrawals" Regulation D section of this Agreement for more detailed information.	This account is subject to federally mandated limitations on withdrawals and transfers. Refer to the "Withdrawals" Regulation D section of this Agreement for more detailed information.

*If any dividend or interest calculation produces an amount that is less than \$0.01, such amount will not be credited, will not be used for calculations for future dividend or interest periods, and will not be paid.

C. Checking and Money Market Accounts

We are authorized to recognize any of the signatures that appear on the Account Application in the payment of funds or the transaction of any business for this account.

You must be at least 18 years old to open a Checking account. How-

ever, members between the ages of 16 and 18 may open a Joint Checking account with a joint owner 18 years or older on the account. In the event the account is a joint account, all sums paid into the Checking account by any or all joint owners to their credit as such joint owners with all accumulations thereon, are and will be owned by them jointly, and be subject to the withdrawal or receipt of any of them. Payment to any of them will be valid and we are discharged from any liability for such payment.

	Checking Accounts	Money Market Accounts
Account rates and fees	The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. The interest rate and APY may change at any time. The interest rate that will apply to the account balance is a single rate applied to the entire balance. The Interest Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference.*	The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. The interest rate and APY may change at any time. The interest rate that will apply to the account balance is a single rate applied to the entire balance. The Interest Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference.*
Interest accrual	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit using the Total Balance.	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit using the Total Balance.
Effect of closing an account	If an account owner closes the account before accrued interest is credited, accrued interest will be paid.	If an account owner closes the account before accrued interest is credited, accrued interest will be paid.
Balance requirement to open the account	There is a \$25 minimum deposit to open the account (unless direct deposit is initiated at the time of account opening).	Minimum deposits apply.
Balance requirement to obtain the earnings disclosed	See Rate Sheet for details.	Minimum balances are required to obtain the APY for the interest period. If the minimum balance is not maintained, the account will not earn the APY for the interest period, nor will the account earn the APY disclosed. See Rate Sheet for details.
Balance requirement to avoid a monthly fee	In any statement cycle when the combined deposit/loan balance is below the minimum balance requirement, a fee as shown on the fee schedule will be charged on Premier and Choice Interest, or Standard Checking accounts, unless members use Preferred Services. See Fee Schedule for details.	Not applicable.
Method used to calculate interest	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.
Method used to calculate balance to avoid a fee	The balance method used to avoid the imposition of a fee is average monthly balance for the cycle.	Not applicable.
Transaction limitations	There are no limitations on the number or amount of withdrawals or deposits.	This account is subject to federally mandated limitations on withdrawals and transfers. Refer to the "Withdrawals" Regulation D section of this Agreement for more detailed information.

*If any dividend or interest calculation produces an amount that is less than \$0.01, such amount will not be credited, will not be used for calculations for future dividend or interest periods, and will not be paid.

Checks and Terms

1. Only checking documents and other methods approved by us may be used to withdraw from this account.
2. We may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitation on the time of payment) appearing on the check, but we are under no obligation to pay a check on which the date is more than six (6) months old. Checks and electronic debits are paid in the order received.
3. Checks will not be returned with the periodic statement of this account. Check images can be accessed through Online Banking for up to 180 days.
4. We are not liable for any action we take regarding the payment or nonpayment of a check.
5. This account is subject to our right to require advance notice of withdrawal, as provided elsewhere in this Agreement.
6. All checks and non-cash items received for deposit to Checking accounts will be credited, subject to final payment.
7. In the event that there is any overdraft of this account, we may assert our statutory lien, as provided for in the Annotated Code of Maryland, Financial Institutions Article, against any share or deposit accounts that you may own.

How to Avoid Overdraft Fees

- It is important to keep track of your balances to avoid the inconvenience and expense of overdrafts and accompanying fees. Here are some simple steps to get you on your way.
- Keep your check register up to date. Record all debit card and ATM transactions, deposits, transfers, checks, etc. in your check register when you make them. Don't forget to subtract any fees.
- Review your account activity and statements carefully. With Mobile and Online Banking, you can view your Total and Available Balances and transactions, transfer funds between accounts, and monitor account activity, 24 hours a day, 7 days a week. When reviewing your account activity, remember that some checks and payments may not have cleared or posted to your account yet.
- Pay special attention to electronic transactions. If you use an ATM to withdraw cash or your Debit Card to make a purchase or get cash back, be sure to record the transaction in your register.
- Don't forget about automatic payments. If you have automatic payments and deductions from your account, such as your mortgage payment or health club fee, remember to set aside money for them and to record them in your register.
- Record all transactions immediately and do not assume that they will take days to post to your account. Information from checks that you write to pay for purchases or expenses (such as credit card or utility payments) may be used to make a one-time electronic transfer from your account. Funds from these transactions may be withdrawn from your account on the same day you make the payment.
- Consider Direct Deposit. Many of the checks that now come to you in paper form—including your payroll checks—can be direct deposited into your account. That means you won't have to wait in line to make the deposit yourself, and you won't have to wait for checks to clear.
- Set up Mobile and Online Banking alerts. With these alerts, you will receive an automatic text or email alert to notify you if your account balance goes below a threshold that you set.

Questions? To learn more about how to avoid overdrafts stop by your nearest SECU branch or call 800-879-7328 and select the Checking option.

Overdrafts

An overdraft is created when you have an insufficient Available Balance in your Checking, Share Savings, or other deposit account to cover a check, withdrawal, automatic transfer, electronic transaction, returned deposited item or any other electronic purchase payment or debit. We are not obligated to pay an overdraft. SECU pays overdrafts at its discretion, which means that we cannot guarantee that we will always cover every overdraft. When we choose to pay an overdraft, we may charge the amount of the overdraft (plus an overdraft fee) to any Checking, Share Savings, or other deposit account from which you are entitled to withdraw funds.

Overdraft Protection

Overdraft Protection is a service that automatically transfers funds from Line of Credit first (if applicable), then from your Primary Share Savings account to your Checking account, to cover presented items that exceed your Checking account Available Balance. There is no fee for this service; however, interest charges may apply to transfers from a line of credit. You may designate an account other than your Preferred or Access Line of Credit or Primary Share Savings account (for example, from a Money Market account) from which funds transfers may be made. Overdraft Protection is automatically provided at the time you establish a Checking account, unless you request otherwise. A Total Balance of \$10 must remain in your Primary Share Savings account at all times.

A Line of Credit is a revolving line of credit and is subject to qualification and the terms and conditions contained in the applicable credit agreement. If you have a Preferred or Access Line of Credit, we will transfer to your Checking account the amount needed to pay an item that exceeds your Checking account Available Balance. Amounts paid from the Preferred or Access Line of Credit that are subsequently repaid will be available to be used again subject to your credit standing.

We are not obligated to transfer any funds to the Checking account if the amount of funds needed to cover the overdraft will exceed the available credit limit in your Preferred or Access Line of Credit and/or Primary Share Savings account. In the event the available credit limit in your Preferred or Access Line of Credit and/or Share Savings account is insufficient to transfer to the Checking account to cover the overdraft, payment of the item will depend on whether the Checking account has Courtesy Pay as described below.

Courtesy Pay

We are not obligated to pay a presented item that exceeds the Available Balance in your Checking, Primary Share Savings, or other deposit account. Regardless of whether we pay an item or return the item unpaid, we will charge an overdraft or NSF fee. Specific fees are disclosed in our Fee Schedule. (When we pay NSF checks or electronic debits, you avoid being charged returned item fees by the merchant.) This service is called Courtesy Pay and should be used only as a last resort.

We are not responsible for notifying you prior to incurring an overdraft, overdraft fee, or returned item fee. Anytime your Checking account is overdrawn, you are responsible to immediately repay us or to deposit sufficient funds to cover the overdraft and all related fees. The payment of one or more overdrafts does not obligate us to honor or pay future overdrafts, and you should not rely upon us to honor or pay any overdraft.

Your request and use of a Debit Card (both PIN and Signature) does not automatically include Courtesy Pay. However, you may voluntarily select Courtesy Pay for Debit Card use. To do this, you must authorize us to do so by Opting In for Debit Card Transaction authorizations. You may do so via Online Banking, or by visiting a branch. You may revoke this decision at any time by notifying us through these same channels. If you do not opt in and if you attempt a Debit Card transaction that exceeds the Available Balance in your Checking account, authorization of your transaction will be declined (you will not be charged a fee in connection with this decline of authorization). However, if your transaction is authorized but there are insufficient funds available in your Checking account at the time your transaction is submitted for processing, regardless of whether you have opted in for Debit card transactions or not, your Checking account will be debited for the transaction and you will be charged a fee. Specific fees are disclosed in Account Features and Fees. ATM withdrawals are excluded from Opt in for Debit Card and Courtesy Pay.

Courtesy Pay is our most expensive overdraft protection option and therefore it is not recommended for routine use. See Account Features and Fees. Members are encouraged to prepare for accidental NSF's by arranging free automatic transfers from other accounts, such as Share Savings or Money Manager, or applying for a Preferred or Access Line of Credit. Use of Courtesy Pay service should be extremely limited. Members who abuse the Courtesy Pay option will lose the ability to use the Courtesy Pay service, and may lose Checking account privileges. SECU's Online Banking and Mobile Banking services can provide low balance, NSF, and other alerts to help members avoid overdrafts.

When your Checking account has a negative balance, you are required to make a deposit to bring the balance positive within 30 days. If you do not do so, you may lose the Courtesy Pay privilege. If your balance remains negative for 45 days, your Checking account may be closed.

Stop Payment Orders

If you want to stop the payment of a check, you may do so orally or in writing. You must give us a reasonable opportunity to act on your stop payment order before the check is paid. If your stop payment

order is received after regular business hours on a given day, that stop payment order will be considered received on the following business day.

An oral stop payment order must be confirmed in writing by you within 14 days of the oral order. Written stop payment orders will be effective for six (6) months. If you want the stop payment to remain in effect for longer than six months, you must renew the stop payment order. You will be charged a fee both for the original and for the renewal of the stop payment order according to the Fee Schedule, which are incorporated in this Agreement by reference. If you decide not to renew the stop payment order, we will not be liable for checks paid after the stop payment order has ceased to be in effect.

A stop payment order must include your account number, the number and date of the check, the name of the payee, and the exact amount of the check (it must be precise to the penny). We will not be liable for failure to stop payment on a check where you do not give us the correct account number, date, payee, check number, and exact amount of the check. On a joint account, we will accept a stop payment order from any owner, regardless of who signed the check.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss suffered, up to the amount of the item. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

Notice of Postdating

If a check drawn is payable on a future date and the account holder does not notify us immediately in writing to the address specified in the "Notices" section previously that this check is not to be honored before the payment date and we may pay the check in the regular course of business, the account holder agrees we shall have no liability to the account holder for such payment.

Notice to any Checking account owner is considered notice to all Checking account owners.

Authorization

You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction. If any transaction is incorrect, it is your responsibility to resolve any discrepancy with said third party.

D. Savings Certificate of Deposit

	Savings Certificate of Deposit	Add-on Savings CD
Interest information	This is a fixed rate account. The interest rate that will apply to the account balance is a single rate applied to the entire balance. The Interest Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference.*	This is a fixed rate account. The interest rate that will apply to the account balance is a single rate applied to the entire balance. The Interest Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference.*
Frequency of compounding and crediting of interest	Interest will be compounded and credited quarterly. The interest period is quarterly from the date of purchase, and interest is credited on the last day of the interest period.	Interest will be compounded and credited quarterly. The interest period is quarterly from the date of purchase, and interest is credited on the last day of the interest period.
Interest accrual	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit using the Total Balance.	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit using the Total Balance.
Effect of closing an account	If you close the account before accrued interest is credited, accrued interest will be paid, less any applicable penalty for early withdrawal.	If you close the account before accrued interest is credited, accrued interest will be paid, less any applicable penalty for early withdrawal.
Balance requirement to open an account	Minimum deposit requirements apply to open accounts. See Rate Sheet for details.	There is a \$100 minimum deposit required to open the account.
Balance requirement to obtain the earnings disclosed	Minimum balances may also be required to obtain the APY for the interest period. The Annual Percentage Yield (APY) assumes that the interest remains on deposit until maturity. Any interest or funds withdrawn before maturity (Savings Certificate option only) will reduce earnings on the account.	There is a \$100 minimum deposit required to obtain the APY for the interest period.
Method used to calculate balance for interest purposes	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.
Transactions limitations	Additional deposits are not permitted except during the 30 days following maturity. Partial withdrawals of principal and credited interest are permitted with a penalty, providing certificate minimum balance is maintained.	You may make unlimited deposits of \$25.00 or more into the account during the term. Partial withdrawals of principal and credited interest are permitted with a penalty, providing certificate minimum balance is maintained.
Renewals	Accounts may or may not automatically renew upon maturity for the renewal term and on the maturity date of any renewal term unless all funds in the account are withdrawn within the seven-day grace period or SECU gives written notice to you at least 20 days before the end of the grace period that the account will not be renewed. (Choice and Premier Savings Certificates renew to a regular 12-month Share Certificate, unless otherwise noted.) There is a seven-day grace period within which a withdrawal can be made without a penalty. Interest will not be paid on funds withdrawn during the grace period. Interest in the account or the amount of the automatically renewable certificate at the commencement of the renewal term will be treated as principal.	This account will automatically renew upon maturity for the renewal term and on the maturity date of any renewal terms unless all funds in the account are withdrawn within the seven-day grace period or SECU gives written notice to you at least 20 days before the end of the grace period that the account will not be renewed. There is a seven-day grace period within which a withdrawal can be made without a penalty. Interest will not be paid on funds withdrawn during the grace period. Interest in the account or the amount of the automatically renewable certificate at the commencement of the renewal term will be treated as principal.

*If any dividend or interest calculation produces an amount that is less than \$0.01, such amount will not be credited, will not be used for calculations for future dividend or interest periods, and will not be paid.

	Savings Certificate of Deposit	Add-on Savings CD
Early closing	<p>Early closing of a CD may result in a loss of principal. If you withdraw the principal before the maturity date, an early withdrawal penalty will be charged to your account. For CDs opened or renewed prior to August 1, 2014:</p> <ul style="list-style-type: none"> • The penalty is 90 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal for all CD terms. <p>For CDs opened or renewed August 1, 2014 and thereafter:</p> <ul style="list-style-type: none"> • The penalty is 365 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal for 4 Year (48 month) and 5 Year (60 month) CD terms. • The penalty is 90 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal for all other CD terms. <p>If the penalty exceeds the interest earned at the time of the withdrawal, the difference will be deducted from the amount withdrawn. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: a) when an account owner dies; or b) where the account owner is deemed legally incompetent by a court or other body of competent jurisdiction.</p>	<p>Early closing of a CD may result in a loss of principal. If you withdraw the principal before the maturity date, an early withdrawal penalty will be charged to your account.</p> <p>The penalty is 90 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal.</p> <p>If the penalty exceeds the interest earned at the time of the withdrawal, the difference will be deducted from the amount withdrawn. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: a) when an account owner dies; or b) where the account owner is deemed legally incompetent by a court or other body of competent jurisdiction.</p>
Terms	See Rate Sheet for details.	The CD will only be available in a 12-month term.

Unless contradicted in this section, all provisions in the above Savings Certificate of Deposit table apply.

Step-Up CD Savings Certificates

You may, at any time during the certificate term, elect a higher step-up rate that will be the rate then prevailing for the Step-Up CD at the time you exercise the step-up rate option. You can step-up to the higher rate only once during the term. All changes to your account arising from your election to change the initial interest rate must be made in writing. No other changes will be permitted. The new rate will be effective from the date we receive notification of the election and will continue for the remainder of the certificate term. The original rate will continue if you never elect the step-up option.

E. Individual Retirement Accounts (IRAs)

	IRA Savings	IRA Certificate of Deposit
Interest information	The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest to be paid on an account based on the interest rate and frequency of compounding for an annual period. The interest rate and APY may change at any time. The Interest Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference. You also agree to be subject to the terms and conditions contained in the separate IRA documents that are incorporated into this Agreement by reference. Please refer to the SECU "IRA Simplifier" (IRA application and disclosures forms) provided to you for information specific to your Individual Retirement Account.*	This is a fixed rate account. The interest rate that will apply to the account balance is a single rate applied to the entire balance. The Interest Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference. You also agree to be subject to the terms and conditions contained in the separate IRA documents that are incorporated into this Agreement by reference. Please refer to the SECU "IRA Simplifier" (IRA application and disclosures forms) provided to you for information specific to your Individual Retirement Account.*
Frequency of compounding and crediting of interest	Interest will be compounded and credited monthly. The interest period is monthly and interest is credited on the last day of the month.	Interest will be compounded and credited quarterly. The interest period is quarterly from the date of purchase and interest is credit on the last day of the interest period.
Interest accrual	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit.	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit.
Effect of closing an account	If the account owner closes the account before accrued interest is credited, accrued interest will be paid.	If you close the account before accrued interest is credited, accrued interest will be paid, less any applicable penalty for early withdrawal.
Balance requirement to open an account	\$10 minimum opening deposit is required at the time of account opening.	Minimum deposit requirements apply to open accounts. See Rate Sheet for details.
Balance requirement to obtain the earnings disclosed	There is no applicable minimum balance required to maintain the account or earn interest.	Minimum balances may also be required to obtain the APY for the interest period. See Rate Sheet for details.
Method used to calculate balance for interest purposes	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.
Transactions limitations	There is no limit on the number or amount of withdrawals or deposits except those imposed by Internal Revenue Service Regulations. Excessive withdrawals may cause the account to be closed.	Additional deposits are not permitted except during the 30 days following maturity. Withdrawals of principal are allowed to satisfy the Required Minimum Distribution (RMD) without penalty. Partial withdrawals of principal and credited interest are permitted with a penalty, providing certificate minimum balance is maintained. See the "Early Closing" section that follows for penalty details.
Renewals	Not applicable.	This account will automatically renew upon maturity for the renewal term and on the maturity date of any renewal terms unless it is withdrawn within the seven-day grace period or SECU gives written notice to you at least 20 days before the end of the grace period that the account will not be renewed. (Premier and Choice IRA CD's mature to an IRA 12-month CD, unless otherwise noted). There is a seven-day grace period within which a withdrawal can be made without a penalty. Interest will not be paid on funds withdrawn during the grace period. Interest in the account or the amount of the automatically renewable certificate at the commencement of the renewal term will be treated as principal.

*If any dividend or interest calculation produces an amount that is less than \$0.01, such amount will not be credited, will not be used for calculations for future dividend or interest periods, and will not be paid.

	IRA Savings	IRA Certificate of Deposit
Early closing	Not applicable.	<p>Early closing of a CD may result in a loss of principal. If you withdraw the principal before the maturity date, an early withdrawal penalty will be charged to your account. For CDs opened or renewed prior to August 1, 2014:</p> <ul style="list-style-type: none"> • The penalty is 90 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal for all CD terms. <p>For CDs opened or renewed August 1, 2014 and thereafter:</p> <ul style="list-style-type: none"> • The penalty is 365 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal for 4 Year (48 month) and 5 Year (60 month) CD terms. • The penalty is 90 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal for all other CD terms. <p>If the penalty exceeds the interest earned at the time of the withdrawal, the difference will be deducted from the amount withdrawn. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: a) when an account owner dies; or b) where the account owner is deemed legally incompetent by a court or other body of competent jurisdiction.</p>
Non-transferable/ non-negotiable	Not applicable.	This account is non-transferable and non-negotiable, and the funds in this account may not be pledged to secure obligations of the owner except obligations with the IRS.
Terms	Not Applicable.	See Rate Sheet for details.

	Add-on IRA CD
Interest information	This is a fixed rate account. The interest rate that will apply to the account balance is a single rate applied to the entire balance. The Interest Rate, the Annual Percentage Yield (APY), the Rate Sheet, and the Fee Schedule are incorporated in this Agreement by reference. You also agree to be subject to the terms and conditions contained in the separate IRA documents that are incorporated into this Agreement by reference. Please refer to the SECU "IRA Simplifier" (IRA application and disclosures forms) provided to you for information specific to your Individual Retirement Account.*
Frequency of compounding & crediting interest	Interest will be compounded and credited quarterly. The interest period is quarterly from the date of purchase and interest is credited on the last day of the interest period.
Interest accrual	Interest will begin to accrue on cash and non-cash deposits (e.g., checks) on the business day of deposit.
Effect of closing an account	If you close the account before accrued interest is paid, accrued interest will be paid, less any applicable penalty for early withdrawal.
Balance requirement to open the account	There is a \$100 minimum deposit to open the account.
Balance requirement to obtain earnings disclosed	There is a \$100 minimum balance required to obtain the APY for the interest period.
Balance requirement to calculate balance for interest purposes	The balance method used to calculate interest is the daily balance method. This method applies a daily periodic rate to the principal in the account each day.
Transaction limitations	You may make deposits of \$25.00 or more into the account during the term. Withdrawals of principal are allowed to satisfy the Required Minimum Distribution (RMD) without penalty. Partial withdrawals of principal and credited interest are permitted with a penalty, providing certificate minimum balance is maintained. See "Early Closing" section below for details.
Renewals	This account will automatically renew upon maturity for the renewal term and on the maturity date of any renewal terms unless it is withdrawn within the seven-day grace period or SECU gives written notice to you at least 20 days before the end of the grace period that the account will not be renewed. There is a seven-day grace period within which a withdrawal can be made without a penalty. Interest will not be paid on funds withdrawn during the grace period. Interest in the account or the amount of the automatically renewable certificate at the commencement of the renewal term will be treated as principal.
Early closing	<p>Early closing of a CD before the maturity date will result in an early withdrawal penalty to your account (unless the withdrawal is part of your required minimum distribution).</p> <p>The penalty is 90 days interest (earned or that would have been earned at the rate being paid on the deposit) on the total principal.</p> <p>If the penalty exceeds the interest earned at the time of the withdrawal, the difference will be deducted from the amount withdrawn. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: a.) when an account owner dies; or b.) where the account owner is deemed legally incompetent by a court or other body of competent jurisdiction.</p>
Terms	The CD will only be available in a 12-month term.
Non-transferable/non-negotiable	Refer to the "Non-Transferable/Non-Negotiable" section on page 5 of this Agreement for more detailed information.
Federal law requirements	Under federal law, we must reserve the right to require you to give us a minimum of seven (7) days prior notice of your intent to withdraw funds from this account. However, this will not apply to you unless the same notice is required of all our members with a similar account type. You may not withdraw deposits that are pledged as required security on your loans.

*If any dividend or interest calculation produces an amount that is less than \$0.01, such amount will not be credited, will not be used for calculations for future dividend or interest periods, and will not be paid.

Step-Up CD IRA Certificates

Unless contradicted in this section, all provisions in the above Savings Certificate of Deposit table apply.

You may, at any time during the certificate term, elect a higher step-up rate that will be the rate then prevailing for the Step-Up CD at the time you exercise the step-up rate option. You can step-up to the higher rate only once during the term. All changes to your account arising from your election to change the initial interest rate must be made in writing. No other changes will be permitted. The new rate will be effective from the date we receive notification of the election and will continue for the remainder of the certificate term. The original rate will continue if you never elect the step-up option.

F. Automated Teller Machine (ATM) Card and/or Debit Card

(referred to as "Card")

If you are 16 years of age or older (must have joint owner 18 years or older on the account) and use a SECU Automated Teller Machine (ATM) Card or a SECU Visa® Debit Card, you agree to be subject to the following terms and conditions regarding its use:

1. A Debit Card may not be used for illegal transactions. By using the Card, you authorize us to access your Checking account and overdraft accounts for funds to cover your Card purchases.
2. Debit Cards can be generated in branches or sent by mail. For Debit Cards sent by mail, a secure Personal Identification Number (PIN) will be system generated and sent to you under separate cover. You may change your PIN upon receipt via any SECU ATM, branch, or our Expressline system. You may use your Card and PIN at SECU ATMs, PLUS®, STAR®, CO-OP, and other machines or facilities that we may designate.
3. Card ownership is a privilege granted by SECU. We have the right to revoke this privilege at any time. The Card is the property of SECU and must be returned immediately upon request. You have the right to cancel the Card at any time upon written notification to us, accompanied by the surrender of your Card(s).
4. You agree that only you will use the Card. You agree not to divulge the PIN (Personal Identification Number) to any person, including personnel of SECU, at any time. You will not write your PIN on your Card or on anything you carry with the Card.
5. You understand and agree that by using the Card, you or another person with your consent can access or transfer funds from or to your Share Savings, Money Manager, Checking, Preferred Line of Credit, or Access Line of Credit account regardless of the ownership of such accounts. All members and joint account holders hereby agree to indemnify, hold harmless, and release us from any claim of any nature that may arise as a result of the use of the Card by any joint owner or by another person with the consent of any one of the joint account owners.
6. You will be able to perform the transactions that are currently available with your Card at a SECU ATM.
7. Purchases (for Debit Cards) and/or Cash withdrawals via the Card will be evidenced solely by a document or receipt created electronically at the time of withdrawal, and you agree that a cash withdrawal will constitute a valid charge against your account. Furthermore, all ATM transactions that affect your Checking, Share Savings, Money Manager, or Preferred Line of Credit accounts will be documented on your periodic statement.

8. Certain disputes may require us to cancel your existing Card and replace it with a new card and card number.

9. All ATM cash deposits are available immediately. For checks deposited in an ATM, the first \$500 is available immediately and the rest is held at least 24 hours, not including weekends and holidays. Holds beyond 24 hours are in accordance with federal guidelines.

10. Only available funds actually on deposit in your account and not subject to legal process or other claim, or available line of credit, can be withdrawn up to the amount of your Available Balance or the daily limit, whichever is less.

11. Your liability for unauthorized transactions is explained in the Electronic Fund Transfer Disclosure Statement that is included in this Agreement.

12. In the event any conflict exists between the terms of this "Automated Teller Machine (ATM) Card and/or Debit Card" section and the other terms of this Agreement, the terms of this "Automated Teller Machine (ATM) Card and/or Debit Card" section will govern. However, we may change any term, part, or condition herein by sending you a written notice in accordance with Regulation E, Electronic Fund Transfer Act, before the change becomes effective. Use of your Card after the date of any change sent to you will acknowledge your acceptance of that change.

13. SECU will not be liable for failure to honor a Card due to improper use or retrieval of the cards by merchant (for Debit Cards) or an ATM. You will never use a cracked or broken Card in the ATM or other authorized equipment, and you will contact us for a replacement Card if your Card cracks or breaks.

G. Expressline

In this section, the word "PIN" means your Personal Identification Number, "transaction" means an electronic fund transfer, and "account(s)" means the SECU account(s) you may access with your PIN and the Expressline system. Expressline is an electronic voice response system. You access it through a touch-tone telephone and enter your member number and PIN to access account information, make withdrawals, and conduct electronic fund transfers.

1. By signing the Account Application or by using the Expressline system, you accept the terms of this Agreement. You also agree that you will be responsible for all transfers made by anyone who uses your PIN. Your PIN is your personal code assigned to you by us and changeable by you through Expressline.
2. You will be responsible for all unauthorized transfers made from your account with your PIN through Expressline, subject to the limitations contained in applicable Federal Law. Those limitations of your liability for unauthorized transfers are summarized in the Electronic Fund Transfers Disclosure Statement in this Agreement.
3. We may terminate or cancel the use of your PIN with Expressline at any time. We may give notice of termination or cancellation, but we are not obligated to do so. Your PIN may not be used with the system after we terminate or cancel it, and you will discontinue its use immediately. You may terminate or cancel the use of your PIN with the system by giving us written notice. Your written notice of termination or cancellation will become effective no later than the end of the first business day following our actual receipt of your notice. The termination or cancellation of the use of your PIN with Expressline will not affect the liability incurred by you prior to termination or cancellation.
4. Except as stated in this Agreement, transactions initiated by the

use of your PIN with Expressline are subject to the rules and agreements covering your accounts with us and this Agreement and are made part of and supplemental to those rules and agreements.

5. You will pay any charges for the use of your member number and PIN with Expressline according to the Fee Schedule incorporated herein by reference. If funds are unavailable in your Share Savings account, your Checking account will be charged.

6. You may perform the transactions that are currently available for Expressline by using your PIN. A listing of available Expressline transactions is included in the Electronic Fund Transfers Disclosure Statement section of this Agreement.

7. Your PIN may only be used to conduct transactions and to access only those accounts we have approved in advance. If through some error, the use of your PIN with Expressline permits you to transfer funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you can use.

8. You may not use your PIN with Expressline to overdraw any account. If you do use your PIN to overdraw an account, you will owe us that amount immediately — plus any service charge — and we may, without telling you, either take what you owe us from any account you have with us or, if you have a Preferred or Access Line of Credit with us, treat the amount overdrawn as a request for a loan advance. If the amount you owe us is not paid, we will be entitled to recover that amount along with any costs we incur in collecting it, as set forth in this Agreement.

9. We have no obligation to monitor how your PIN is used or to notify you if we notice any unusual activity regarding any of your accounts that may be accessed by your PIN.

10. Even though we believe that Expressline will prove to be reliable, the system may not operate properly at all times. We, therefore, do not promise that Expressline will always be available for your use. You will not attempt to make a transfer when the system tells you (or other circumstances give you reason to believe) it is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire.

11. Use of your PIN with Expressline after the effective date of any change we send you will acknowledge your acceptance of that change.

12. You understand and agree that by using Expressline you or another person with your consent can access or transfer funds from or to the Share Savings account, Money Manager account, Holiday Savings account, Checking account, or Line of Credit account, regardless of the ownership of such accounts. You hereby agree to indemnify, hold harmless and release SECU from any claim of any nature that may arise as a result of the use of Expressline by you or by another person with your consent.

H. Wire Transfers and ACH Transactions

1. You may be a party to a wire transfer or an Automated Clearing House (ACH) entry that may be credited to or charged against one of your SECU accounts. You agree that all wire transfers initiated by you will be subject to the terms and conditions of SECU's separate wire transfer agreement then in effect. You agree that ACH transactions authorized by you will be subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules in effect. Regarding other electronic fund transfers, you agree to be bound by any rules in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Federal Reserve Board Regulation J

with regard to Fedwire and the Clearing House Interbank Payments System (CHIPS) Operating Rules with regard to CHIPS.

2. We will notify you of the receipt of any wire transfer or ACH entry in your periodic account statement, but we will not provide a separate notice. If you believe we have failed to properly credit a transfer to you, you agree to promptly notify us and to provide us with all relevant data regarding the transaction.

3. Any wire transfer/ACH credit we give you is provisional until we receive final payment. If we do not receive final payment, or if we credit your account by mistake, you agree that we may reverse the credit to your account or that you will otherwise reimburse us if funds in your account are not sufficient. If the payment does not become final, the originator will not be deemed to have paid you the amount of the credit.

4. If you are entitled to reimbursement for delay or improper completion of a wire transfer/ACH as a result of our error, our liability will be limited to the payment of interest for a period not exceeding the lesser of 60 days or the period between the date of the error and the date of correction. Any such reimbursement will be paid at our discretion by either adjusting your account balance to reflect the average balances you would have had without the error, or direct payment of cash in an amount equal to dividends/ interest at the Checking account rate in effect for that period.

5. You agree that payment for wire/ACH credit transfers may be made solely by various references identified by you. If you identify a beneficiary by name and an identifying or account number, payments made to the beneficiary might be made on the basis of the identifying or account number you provided, even if the number identifies a person different from the named beneficiary. If you provide SECU with a payment order identifying any bank in the Funds Transfer by name and by a routing/transit ("R/T") or other identifying number, a receiving bank might rely on that number as the proper identification, even if it identifies a bank different from the named bank. Neither SECU nor any other financial institution making or receiving such payments are obligated to determine whether discrepancies exist between the name and the account number, or identifying bank name or routing/transit or other identifying number shown on the transfer information provided by you on a payment order.

6. We may execute certain payment orders for you known as Remittance Transfers. A Remittance Transfer is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Effective on October 28, 2013, federal law provides certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer, the terms of the disclosures provided at the time of the Remittance Transfer shall govern.

7. Security Procedures. We have established certain security procedures in connection with wire transfers that are described in our separate wire transfer agreement. You agree that our security procedures are commercially reasonable, designed to authenticate wire transfers, and are not used to detect errors in the transmission or content of a wire transfer.

Stop Payment Orders for ACH

If you want to stop the payment of an ACH item, you may do so orally or in writing. You must give us a reasonable opportunity to act on your stop payment order before the ACH item is paid. If your stop payment order is received after regular business hours on a given day, that stop payment order will be considered received on the following business day.

An oral stop payment order must be confirmed in writing by you within 14 days of the oral order. Written stop payment orders will remain in effect for six (6) months unless revoked. You will be charged a fee for the stop payment order according to the Fee Schedule, which is incorporated in this Agreement by reference herein.

You may also request a one time stop payment order in writing, which will remain in effect for 30 days unless revoked. You will be charged a fee for the stop payment order according to the Fee Schedule, which is incorporated in this Agreement by reference herein.

I. Other Electronic Services

Mobile Banking, Person-to-Person Payments, Online Statements, and Bill Pay services are governed by separate agreements. You receive the agreement for the services at the time you enroll. You can use these services to view your account information and statements online, make deposits, transfer funds between your accounts and to the accounts of others, pay qualifying loans or credit cards, and make payments from your account to third parties. You can enroll for these services at secumd.org.

Regulatory Disclosures**J. Funds Availability**

Our policy is to make funds deposited into your account available as soon as possible. When we do find it necessary to hold funds, we will notify you when the funds will be available. During the time period while funds are being held, you may not withdraw the funds and we will not use the funds to pay checks that you have written.

Determining Availability of a Deposit

The amount of time required for your deposit to be available is counted in business days. Every day is a business day except Saturdays, Sundays, and federal holidays. However, if you make a deposit on a day we are not open, we will consider that the deposit will be made on the next business day we are open.

Our accounts and services are generally available through all of our channels--in the financial centers, through telephone banking, and online. However, some accounts and services may not be available at all times, in all locations, or through all channels. The length of the delay varies depending on how the deposit was made as outlined below.

Deposits made in person

If you make a deposit in person to a SECU employee, funds from the following deposits are available on the same day as your deposit:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified Traveler's and teller's checks that are payable to you

- U.S. Treasury checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders that are payable to you
- Wire transfers, including pre-authorized credits, such as Social Security benefits and payroll payments
- Payroll checks that are payable to you
- SECU checks, if funds are available

Deposits made at a branch

Funds from check deposits made payable to you and made through an employee during business hours are posted on the same business day. If the deposited items are subject to an exception hold, \$500 of the deposit will be available immediately and the remaining funds will be available the fourth business day after your deposit is made.

Deposits made at an ATM

Cash deposits made through an ATM will be available immediately.

\$500 of check deposits will be available immediately. The remaining funds from check deposits made at an ATM, Monday through Friday prior to 3 pm ET, are available on the next business day.

Check Deposits		
Funds deposited through ATM before 3 pm on:	\$500 dollars of deposit available:	Balance of deposit available one (1) business day later on:
Monday	Immediately	Tuesday
Tuesday	Immediately	Wednesday
Wednesday	Immediately	Thursday
Thursday	Immediately	Friday
Friday	Immediately	Monday
Saturday, Sunday	Immediately	Tuesday
Holiday	Immediately	Next business day

Funds from check deposits made on Monday through Friday after 3 pm, Saturday, Sunday, or holidays are available on the second business day.

Deposits made through Mobile Deposit or My Deposit

\$500 of a deposit made through Mobile Deposit (deposit checks using an Android or iOS device) or My Deposit (deposit checks with a home computer and scanner) will be available immediately. Funds in excess of \$500 made through Mobile Deposit and My Deposit Monday through Friday prior to 3 pm ET are available on the second business day.

Funds deposited through Mobile Deposit or My Deposit before 3pm ET:	\$500 dollars of deposit available:	Balance of deposit available in two (2) business days later on:
Monday	Immediately	Wednesday
Tuesday	Immediately	Thursday
Wednesday	Immediately	Friday
Thursday	Immediately	Monday
Friday	Immediately	Tuesday
Saturday, Sunday	Immediately	Wednesday
Holiday	Immediately	In 2 business days

Exception Holds

Funds you deposit at a branch, an ATM, through Mobile Deposit or My Deposit, or by mail may be subject to an exception hold and have delayed availability for one of the following reasons:

- We have reasonable cause to suspect that a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fourth business day after the day of your deposit.

Special Rules for New Accounts

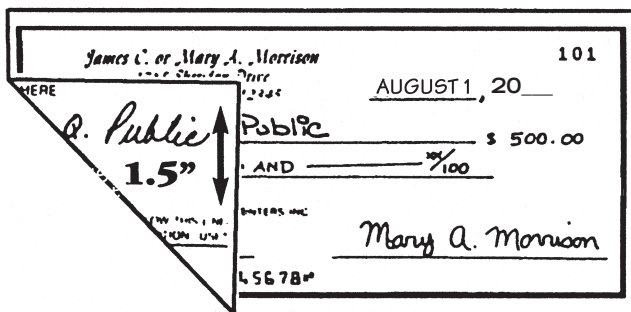
When a new member opens an account, it is considered a new account for the first 30 calendar days. Funds are made available on the following basis:

Same Day Availability – Cash and electronic payments and the first \$5,000 of the other items included in the Same Day Availability category listed previously. All other items may be held for up to seven (7) business days.

Endorsement Standards

Federal regulations mandate that all financial institutions must adhere to strict endorsement practices when accepting checks from customers and/or members.

Due to those regulations, we advise you to sign all checks within the allotted 1.5 inch space designated in the accompanying illustration. Failure to comply with these standards at SECU, as at all financial institutions, may result in your check being rejected as “unable to process,” causing delays in the availability of your funds.



K. ATM Security

Please use the following basic safety precautions, particularly when using an Automated Teller Machine at night:

- Be aware of your surroundings when using an ATM, particularly after dark.
- Bring another person with you when using an ATM after dark.

- Refrain from displaying cash. Place cash in a pocket/purse as soon as a transaction is completed, and count cash in the safety of a locked car or at home.
- Use another ATM or return at a later time if anything suspicious is noticed.
- If you notice anything suspicious, cancel the transaction, place your card in a pocket/purse, and leave.
- Immediately report all crimes to local law enforcement officials and the operator of the ATM.
- Check the ATM for tampering prior to inserting your card. If you see evidence of ATM tampering, notify the ATM provider and do not use that ATM.

As part of the security system for the protection of your card and PIN, we may use hidden cameras and other security devices to determine who is using a card at an ATM.

L. Electronic Fund Transfers Disclosure Statement

The following disclosures are provided to you in compliance with the Electronic Fund Transfer Act, a Federal law that provides important rights to consumers who use Electronic Transfer Services. Electronic funds transfers are electronically initiated transfers of money from your account through the EFT services described below. As used in this Disclosure, PIN (your Personal Identification Number) applies to your ATM Card PIN, your Debit Card PIN, and your Expressline PIN. Please read and retain this disclosure booklet for your records.

You may use information from your Checking account to initiate a one-time electronic fund transfer from your account.

Your Liability for Unauthorized Transfers

Tell us at once if you believe your ATM or Debit Card or PIN has been lost or stolen. Telephoning us is the best way of minimizing your possible losses. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your PIN without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM or Debit Card or PIN, and we can prove that we could have stopped someone from using your ATM or Debit Card or PIN without your permission if you had told us, you could lose as much as \$500.

If your account statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent to you, then:

- You may be liable for up to \$500 for any unauthorized transfers made within 60 days after the statement was sent; and
- You may be liable for all unauthorized transfers occurring at least 60 days after the statement was sent, but before we are notified, if we can establish that the unauthorized transfer occurred after you could have notified us.

If a valid reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Notice of a lost ATM or Debit Card or PIN or unauthorized electronic

fund transfer must be given to us in person, by telephone, or in writing. Notice is considered received according to the postmark on your letter, or when you deliver the notice for transmission by any other usual means. We strongly suggest that any notice be made in writing.

a. Telephone Number and Address for Notification

If you believe your ATM or Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 410-487-7328, 800-879-7328 or write to us at SECU, Attn: Operations, P.O. Box 2148, Glen Burnie, MD 21060.

b. Business Days/Hours

Our normal business days, excluding holidays, are Monday through Friday. Our hours are 8 am to 5 pm Eastern Time.

c. Disputed Item

Contact SECU at 800-879-7328 to file a claim if you are disputing an item purchased with your debit card.

Types of Available Transactions and Limits on Transactions

a. Expressline:

1. Transfers:

- Transfers among Share Savings, Checking, Holiday Savings, and Money Market accounts
- Transfers from a Preferred Line of Credit to Checking
- Transfers from your account to another member's account

2. Limits:

SECU, in compliance with Regulation D, permits only six (6) telephone or preauthorized transfers per month from Share Savings, Holiday Savings, or Money Market accounts to third party accounts. Please refer back to the Withdrawals section.

b. ATM Card/Debit Card

1. SECU Automated Teller Machines (ATMs)

You may use your ATM or Debit Card at SECU ATMs to (some of these services may not be available at all terminals):

- Withdraw cash from your Checking, Share Savings, or Money Manager accounts, up to your Available Balance or the daily limit, whichever is less.
- Make advances on your Preferred Line of Credit Account.
- Make deposits to your Checking, Share Savings, or Money Manager accounts.
- Obtain the balance of your Checking, Share Savings, or Money Manager accounts.
- Transfer funds between Preferred Line of Credit, Checking, Share Savings, or Money Manager accounts.
- Make consumer loan payments.

2. Point of Sale Transactions

You may use your Debit Card to purchase goods and services at participating merchants up to the daily limit or the Available Balance in your account.

3. Limits

We may set daily limits on ATM and Point of Sale transactions. You may use your card for ATM withdrawals and Point of Sale Transactions, up to your Available Balance or the daily limit. Security concerns may lead to other limits on the number or dollar amount of transactions you make.

Charges for Electronic Fund Transfers

a. Expressline

There is no charge for the use of the Expressline system.

b. ATM Card/Debit Card

There are no charges for the use of your ATM or Debit Card at SECU ATMs, or for the right to make transfers. However, when you use the ATMs of a party that participates in Other Authorized ATM Networks, there may be a fee. An international service fee will be charged for debit card transactions (ATM and Point of Sale) that take place outside of the United States, regardless of whether the transaction is in U.S. dollars or foreign currency. This fee originates from Visa. A fee may be posted to your account for each Point of Sale ("POS") transaction posted to your account. All fees as set forth in the separate Fee Schedule will be shown on your periodic statement. Use of your ATM or Debit Card after the date of any change we send you will acknowledge your acceptance of that change.

You agree to pay for various services in accordance with our Schedule of Fees which is subject to change and which is incorporated into this Agreement by reference. Additional fees may be imposed by: (a) an Automated Teller Machine (ATM) operator if the transaction occurs at an ATM that is not operated by the card-issuing institution and (b) any national, regional or local network utilized to effect the transaction.

Account Information Disclosure

We will disclose information to third parties about your account or the transfers that you make:

- Where it is necessary for completing transfers
- In the course of preparation, examination, handling, or maintenance of financial records by any SECU officer, employee or agent that has custody of the records
- In the course of examination of SECU's financial records by a certified public accountant while engaged by SECU to perform an independent audit
- During the course of examination of financial records by or the disclosure of financial records to any officer, employee, or agent of a supervisory agency for use only in the exercise of that person's duty as an officer, employee or agent
- In the course of publication of information derived from financial records if the information cannot be identified to you or any particular deposit or account of yours
- In the course of making reports or returns required by Federal Law
- Under certain circumstances of the Commercial Law Article of the Annotated Code of Maryland relating to the dishonor of a negotiable instrument
- In an exchange, in the regular course of business of credit information between SECU and any other fiduciary institution or commercial enterprise if made directly or through a consumer reporting agency
- To comply with any court order or applicable State Law
- If you give us your written permission

Documentation of Transfers

Terminal Transfers

You may receive a receipt at the time you make any transfer to or from your account using one of our ATMs. This receipt is not final since each transaction is accepted subject to our verification. If

there is a conflict between the receipt and our records, our records will control.

Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same source, you can check if the deposit has been made online by using Mobile Banking, Online Banking, or Expressline, or by calling us at 800-879-7328.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- Through no fault of ours, you do not have a sufficient Available Balance in your account to make the transfer.
- The transfer would go over your Preferred Credit limit.
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- Circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions we have taken.
- The funds are subject to legal process or other encumbrance restricting such transfer.
- The ATM where you are attempting a cash withdrawal does not have enough cash.
- There may be other exceptions stated in our Agreement with you.

Preauthorized Transfers

Right and Procedure to Stop Payment

If you have told SECU in advance to make regular payments out of your account, you can stop any of these payments. Call our Contact Center at 410-487-7328 or 800-879-7328 or write to us at SECU, Attn: Operations, PO Box 2148, Glen Burnie, MD 21060, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, SECU may require you to put your request in writing and send it to SECU within 14 days after you called. (You will be charged a fee for each stop payment order you request).

Electronic Check Transaction

Electronic check conversions

Merchants may convert checks into electronic debits (ACH) items. These programs, also called e-check conversions or check truncation, are a type of electronic funds transfer transaction and appear on statements as an ACH item.

Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.)

Error Resolution Procedures and Member's Rights in Case of Errors or Questions About Your Electronic Transfers:

If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

To report an error, call 410-487-7328 or 800-879-7328 or write to us at SECU, Attn: Operations, PO Box 2148, Glen Burnie, MD 21060. Please include:

- Your name and member number
- A description of the error or the transfer in question, an explanation of why it is an error, or why you need more information
- The exact dollar amount of the suspected error

If you call, we may require that you send us your complaint or question in writing within 10 business days.

For new accounts, we will have 20 business days to provisionally credit the account. We will have 90 calendar days to complete the investigation and resolve the claim if the notice of error involves an electronic funds transfer that:

- Was not initiated within a state;
- Resulted from a point-of-sale debit card transaction; or
- Occurred within 30 days after the first deposit to the account was made.

We will determine within 10 business days after we hear from you whether an error occurred and will correct any error promptly. We may take up to 45 days to investigate your complaint or question. If this is necessary, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

M. Unlawful Internet Gambling and Other Illegal Activities

You agree that you will not engage in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

N. Privacy Policy

08/17

FACTS	WHAT DOES SECU DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security Number and Income • Account Balances and Account Transactions • Payment History and Credit Scores
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons SECU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does SECU share?	Can you limit this sharing?
For our everyday business purposes – Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes – Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – Information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For our nonaffiliates to market to you	Yes	Yes

To limit our sharing	<ul style="list-style-type: none"> • Call us at 410-487-7328 or 800-879-7328 • E-mail us at ask.secu@secummd.com <p>Please note: If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call us at 410-487-7328 or 800-879-7328.

What We Do

How does SECU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does SECU collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or apply for a loan • Pay your bills or use your credit or debit card • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Affiliates may include non-financial companies (such as Open Technology Solutions and Shared Service Solutions, LLC) and financial companies.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates we share with can include insurance companies and financial service providers.</i>
Joint Marketing	<p>A formal agreement between SECU and a nonaffiliated financial company where we jointly market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance companies and financial service providers.</i>



secumd.org

800-879-7328

Federally
insured
by NCUA



EXHIBIT 17

A GUIDE TO YOUR ACCOUNT†

It's important that you understand how your **Chase Total Checking** account works. We've created this Guide to explain the fees and some key terms of your personal account.

MONTHLY SERVICE FEE	Monthly Service Fee	\$12
	How to Avoid the Monthly Service Fee During Each Monthly Statement Period	\$0 Monthly Service Fee when you have any ONE of the following: <ul style="list-style-type: none"> • Direct deposits totaling \$500 or more made to this account. Direct deposits can be an ACH credit, payroll, pension or government benefits such as Social Security • OR, a balance at the beginning of each day of \$1,500 or more in this account • OR, an average beginning day balance of \$5,000 or more in any combination of this account and linked qualifying deposits¹/investments²
ATM FEES	Non-Chase ATM (Avoid these fees by using a Chase ATM)	\$2.50 for any inquiries, transfers or withdrawals while using a non-Chase ATM in the U.S., Puerto Rico and the U.S. Virgin Islands. Fees from the ATM owner/network still apply. \$5 per withdrawal and \$2.50 for any transfers or inquiries at ATMs outside the U.S., Puerto Rico and the U.S. Virgin Islands. Fees from the ATM owner/network still apply.

Fees for using your account when you don't have enough money in it or it's already overdrawn

OVERDRAFT FEES	Insufficient Funds: Chase pays an item when your account does not have enough money	\$34 fee for each item (maximum of 3 Overdraft Fees per day, for a total of \$102). <ul style="list-style-type: none"> • We will not charge an Insufficient Funds Fee if your account balance at the end of the business day is overdrawn by \$5 or less • We will not charge these fees for any item that is \$5 or less, even if your account balance at the end of the business day is overdrawn • The same check or ACH item submitted multiple times by a merchant may result in both a Returned Item Fee and an Insufficient Funds Fee. If we return one of these items, we will only charge you one Returned Item Fee for that item within a 30-day period • Insufficient Funds Fees do not apply to withdrawals made at an ATM
	Returned Item: Chase returns an item presented for payment when your account does not have enough money	

You can avoid overdrawing your account by making a deposit or transferring funds to cover the overdraft before the business day ends. If you deposit a check, this assumes we do not place a hold and the check is not returned. Here are the cutoff times for some ways of making a deposit or transferring funds from another Chase account:

- At a branch before it closes
- At an ATM before 11 p.m. Eastern Time (8 p.m. Pacific Time)
- When transferring money on chase.com or Chase Mobile® or using Chase QuickPay® with Zelle® before 11 p.m. Eastern Time (8 p.m. Pacific Time)

Additional cutoff times apply to other transfers, including transfers from non-Chase accounts. Please visit chase.com or Chase Mobile for more information and service agreements.

† For the complete terms governing your account, please consult the [Deposit Account Agreement](#). The terms of the account, including any fees or features, may change.

1 Qualifying personal deposits include the following: this checking account, personal Chase savings accounts (excluding Chase Premier SavingsSM and Chase Private Client SavingsSM), Chase Liquid® Cards, CDs, certain Chase Retirement CDs, and certain Chase Retirement Money Market Accounts (balances in Chase Money Purchase Pension and Profit Sharing Plans do not qualify).

2 Qualifying personal investments include the following: Prior end of month balances for investment and annuity products offered by JPMorgan Chase & Co. or its affiliates and agencies. Balances in 529 plans and certain retirement plan investment accounts, such as Money Purchase Pension and Profit Sharing Plans, do not qualify. Investment products and related services are only available in English. Investment products and services are offered through **J.P. Morgan Securities LLC** (JPMS), a registered broker-dealer and investment advisor, member of FINRA and SIPC. Annuities are made available through Chase Insurance Agency, Inc. (CIA), a licensed insurance agency, doing business as Chase Insurance Agency Services, Inc. in Florida. JPMS, CIA and J.P. Morgan Chase Bank, N.A. are affiliated companies under the common control of JPMorgan Chase & Co. Products not available in all states.

INVESTMENT AND INSURANCE PRODUCTS:

• NOT A DEPOSIT • NOT FDIC INSURED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • NO BANK GUARANTEE • MAY LOSE VALUE

CHASE DEBIT
CARD COVERAGESM
AND FEES³

(Please visit
[www.chase.com/checking/
debit-card-coverage](http://www.chase.com/checking/debit-card-coverage)
for additional details.)

Chase Debit Card Coverage: You can choose how we treat your everyday (not recurring) debit card transactions when you don't have enough money available. *Please note: Regardless of which option you choose for Chase Debit Card Coverage, you may also want to sign up for Overdraft Protection if you are eligible.* Please visit www.chase.com/OverdraftProtection for more details, including terms and conditions.

OPTION #1 (YES): You ask us to add Chase Debit Card Coverage

This means you want Chase to approve and pay your everyday debit card transactions, at our discretion, when you don't have enough money available (this includes available funds in your linked Overdraft Protection account, if enrolled). Fees may apply. You'll have until the end of the business day to transfer or deposit enough money to avoid an Insufficient Funds Fee on these transactions.

Insufficient Funds

\$34 fee for each everyday debit card purchase that overdraws your account (maximum of 3 Insufficient Funds Fees per day, for a total of \$102).

- We will not charge an Insufficient Funds Fee if your account balance at the end of the business day is overdrawn by \$5 or less
- We will not charge these fees for any item that is \$5 or less, even if your account balance at the end of the business day is overdrawn
- Insufficient Funds Fees do not apply to withdrawals made at an ATM

OPTION #2 (NO): No Chase Debit Card Coverage (If you don't choose an option when you open your account, Option #2 (No) is automatically selected for you)

This means you do not want Chase to approve and pay your everyday debit card transactions when you don't have enough money available (this includes available funds in your linked Overdraft Protection account, if enrolled). Since everyday debit card transactions will be declined when there is not enough money available, you won't be charged an Insufficient Funds Fee for everyday debit card transactions.

You can avoid overdrawing your account by making a deposit or transferring funds to cover the overdraft before the business day ends. If you deposit a check, this assumes we do not place a hold and the check is not returned. Here are the cutoff times for some ways of making a deposit or transferring funds from another Chase account:

- At a branch before it closes
- At an ATM before 11 p.m. Eastern Time (8 p.m. Pacific Time)
- When transferring money on chase.com or Chase Mobile or using Chase QuickPay with Zelle before 11 p.m. Eastern Time (8 p.m. Pacific Time)

Additional cutoff times apply to other transfers, including transfers from non-Chase accounts. Please visit chase.com or Chase Mobile for more information and service agreements.

HOW
DEPOSITS AND
WITHDRAWALS
WORK**The Order in
Which Withdrawals
and Deposits
Are Processed**

We look at your account only once to decide if the item would cause your account to become overdrawn.

The order in which we generally apply deposits and withdrawals to your account each business day:

- **First**, we add deposits to your account.
- **Second**, we subtract everyday (not recurring) debit card transactions, online banking transactions, ATM withdrawals, teller cash withdrawals, checks you write that are either cashed or deposited by a Chase branch banker, and wire transfers. We subtract all of these transactions in chronological order by using the date and time of each transaction. If we do not know the time of day you made a transaction, such as for some everyday debit card transactions, then it is posted as if it was made at the end of the day. Multiple transactions without a timestamp are subtracted starting with those having the highest dollar amount and moving to the lowest.
- **Third**, we subtract all other items, including checks you wrote that are either cashed or deposited at an ATM, and recurring debit card transactions starting with those having the highest dollar amount and moving to the lowest. We reserve the right to use a different order in certain states, such as Nevada.
- **Finally**, fees are assessed last.

It's your responsibility to avoid overdrawing your account.

**When Your Deposits
Are Available**
(See Funds Availability
Policy in the Deposit
Account Agreement
for details)

- Cash deposit – Same business day
 - Direct deposit/wire transfer – Same business day
 - Check deposit – Usually the next business day, but sometimes longer:
 - If we place a longer hold on a check, the first \$200 will be available by the next business day
 - The date your deposit is expected to be available will be displayed on your receipt
 - In some situations, we may notify you at the time or after your deposit is made that your funds (including the first \$200) will not be available for up to seven business days
- A "business day" is a non-holiday weekday. The cutoff times listed in the section above will determine the "business day" for your deposit.

See the next page for other fees that may apply.

³ **Important details about your Chase Debit Card Coverage:** An everyday debit card transaction is a one-time purchase or payment, such as groceries, gasoline or dining out, and includes PIN and non-PIN point-of-sale transactions. Whether or not you choose to have your everyday debit card transactions covered, the way we treat your recurring debit card transactions (such as monthly movie rentals, gym memberships or subscriptions) when you don't have enough money in your account will not be affected. We may, at our discretion, authorize and pay a recurring debit card transaction that causes an overdraft and charge an Insufficient Funds Fee.

OTHER ATM
AND DEBIT CARD
FEES

Card Replacement – Rush Request: You request express shipping of a replacement debit or ATM card (Avoid this fee by requesting standard shipping)	\$5 per card, upon request
Non-ATM Cash: You use your Chase Debit Card to withdraw cash from a teller at a bank that is not Chase	3% of the dollar amount of the transaction OR \$5 , whichever is greater
Foreign Exchange Rate Adjustment: You make card purchases, non-ATM cash transactions or ATM withdrawals in a currency other than U.S. dollars	3% of withdrawal amount after conversion to U.S. dollars. For additional information on exchange rates, refer to the Deposit Account Agreement

WIRE TRANSFER
FEES

Domestic and International Incoming Wire: A wire transfer is deposited into your account	\$15 per transfer OR \$0 if the transfer was originally sent with the help of a Chase banker or using chase.com or Chase Mobile
Other financial institutions and Chase may deduct fees, in addition to those described above, from the amount of the incoming wires, which will reduce the proceeds credited to your account. Any deductions taken by us may include processing fees charged by Chase.	
Domestic Wire: A banker helps you to send a wire to a bank account within the U.S.	\$35 per transfer
Online Domestic Wire: You use chase.com or Chase Mobile to send a wire from your checking account to a bank account within the U.S.	\$25 per transfer
Consumer USD/FX International Wire: A banker helps you to send a wire to a bank account outside the U.S. in either U.S. dollars (USD) or foreign currency (FX)	\$50 per transfer
Consumer Online USD International Wire: You use chase.com or Chase Mobile to send a wire from your checking account to a bank account outside the U.S. in U.S. dollars (USD)	\$40 per transfer
Consumer Online FX International Wire: You use chase.com or Chase Mobile to send a wire from your checking account to a bank account outside the U.S. in foreign currency (FX)	\$5 per transfer OR \$0 per transfer if the amount is equal to \$5,000 USD or more

OTHER FEES

Stop Payment: You contact us and a banker places your stop payment request on a check or ACH item	\$30 per request
Online or Automated Phone Stop Payment: You use chase.com , Chase Mobile or our automated phone system to place a stop payment on a check. Only some types of stop payments are available	\$25 per request
Deposited Item Returned or Cashed Check Returned: You deposit or cash an item that is returned unpaid	\$12 for each item you deposit or cash that is returned unpaid. Example: You deposit a check from someone who didn't have enough money in his/her account. The amount of the deposit will be subtracted from your balance and you will be charged the Deposited Item Returned Fee
Statement Copy: Providing additional copies of your statement that you pick up at a branch or ask us to fax or mail	\$6 per statement OR \$0 if you view or print your statement on chase.com
Order for Checks or Supplies: An order of personal checks, deposit slips or other banking supplies	Varies (based on items ordered)
Counter Check: A blank page of 3 personal checks we print upon your request at a branch	\$2 per page
Money Order: A check issued by you, purchased at a branch, for an amount up to \$1,000	\$5 per check
Cashier's Check: A check issued by the bank, purchased at a branch, for any amount and to a payee you designate	\$8 per check
Legal Processing: Processing of any garnishment, tax levy, or other court administrative order against your accounts, whether or not the funds are actually paid	Up to \$75 per order